

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH
KABARRA ENGINEERING**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 20th day of June, 2023 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and KABARRA ENGINEERING, a sole proprietorship ("Consultant").

RECITALS

A. City proposes to utilize the services of Consultant as an independent contractor to provide on-call public works engineering staff support services, as more fully described herein; and

B. Consultant represents that it has that degree of specialized expertise contemplated within California Government Code section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. City and Consultant desire to contract for the specific services described in Exhibit "A" and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. No official or employee of City has a financial interest, within the provisions of sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in City's Request for Proposals, attached hereto as Exhibit "A," and Consultant's Proposal, attached hereto as Exhibit "B," both incorporated herein.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the

matters of concern;

- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-Discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as permitted pursuant to section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the cost proposal set forth in Exhibit "C," attached hereto and made a part of this Agreement. Consultant's total compensation shall not exceed Three Hundred Thousand Dollars (\$300,000.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City Manager or designee, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times from the Effective Date until three (3) years after termination of this Agreement.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. Unless otherwise agreed to in writing by the parties, the professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, pandemics (excluding COVID-19), material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party (each, a "Force Majeure Event"). If a party experiences a Force Majeure Event, the party shall, within five (5) days of the occurrence of the Force Majeure Event, give written notice to the other party stating the nature of the Force Majeure Event, its anticipated duration and any action being taken to avoid or minimize its effect. Any suspension of performance shall be of no greater scope and of no longer duration than is reasonably required and the party experiencing the Force Majeure Event shall use best efforts without being obligated to incur any material expenditure to remedy its inability to perform; provided, however, if the suspension of performance continues for sixty (60) days after the date of the occurrence and such failure to perform would constitute a material breach of this Agreement in the absence of such Force Majeure Event, the parties shall meet and discuss in good faith any amendments to this Agreement to permit the other party to exercise its rights under this Agreement. If the parties are not able to agree on such amendments within thirty (30) days and if suspension of performance continues, such other party may terminate this Agreement immediately by written notice to the party experiencing the Force Majeure Event, in which case neither party shall have any liability to the other except for those rights and liabilities that accrued prior to the date of termination.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the July 10, 2023, and continue for a period of three years, ending on July 9, 2026, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by two additional one year periods upon mutual written agreement of both parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) general aggregate.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00) combined single limit per accident for bodily injury and property damage.

- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City

is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement.

5.5. Non-Limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: (a) at the time of delivery if such communication is sent by personal delivery, and (b) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

Kabarra Engineering
P.O. Box 7232
Orange, CA 92863
Tel: (714) 744-9400 ext 22

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-5633

Attn: Leah Kabarra

Attn: Seung Yang

Courtesy copy to:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Attn: Finance Dept. | Purchasing

6.5. Drug-Free Workplace Policy. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "D" and incorporated herein. Consultant's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors, in the performance of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon negligence, recklessness, or willful misconduct in the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees,

and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. In no event shall the cost to defend charged to Consultant exceed Consultant's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, Consultant shall meet and confer with other parties regarding unpaid defense costs. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.11. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.12. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.13. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.14. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.15. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code sections 81000, *et seq.*) and Government Code section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.16. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.17. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.18. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.19. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.20. Binding Effect. This Agreement binds and benefits the parties and their respective permitted successors and assigns.

6.21. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.22. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.23. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement and have had an adequate opportunity to review each and every provision of the Agreement and submit the same to counsel or other consultants for review and comment. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.24. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.25. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.26. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.27. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.28. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

[Signatures appear on following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CONSULTANT

Signature

Date: _____

[Name and Title]

CITY OF COSTA MESA

Lori Ann Farrell Harrison
City Manager

Date: _____

ATTEST:

Brenda Green
City Clerk

APPROVED AS TO FORM:

Kimberly Hall Barlow
City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Ruth Wang
Risk Management

Date: _____

APPROVED AS TO CONTENT:

Seung Yang
Project Manager

Date: _____

DEPARTMENTAL APPROVAL:

Raja Sethuraman
Director of Public Works

Date: _____

APPROVED AS TO PURCHASING:

Carol Molina
Finance Director

Date: _____

EXHIBIT A
REQUEST FOR PROPOSALS



**REQUEST FOR PROPOSAL
NO. 23-13**

FOR

ON-CALL PUBLIC WORKS/ENGINEERING STAFF SUPPORT SERVICES



Public Works Department

CITY OF COSTA MESA

Released on March 22, 2023

REQUEST FOR PROPOSAL FOR ON-CALL PUBLIC WORKS/ENGINEERING STAFF SUPPORT SERVICES

The City of Costa Mesa (hereinafter referred to as the "City") is requesting Proposals from qualified consultants for on-call staff support services for the Public Works Department. The awarded Consultant, (hereinafter referred to as "Consultant") shall be in accordance with the **Sample Professional Service Agreement, Appendix B** terms, conditions, and scope of work. Prior to submitting a Proposal, Proposers are advised to carefully read the instructions below, including the Sample Professional Services Agreement and any solicitation appendix/exhibits. The term is expected to be for three years with two one-year renewal options. The City reserves the right to award one or more contracts for this service.

I. GENERAL INFORMATION

The City of Costa Mesa is a general law city, which operates under the council/manager form of government with an annual General Fund budget of over \$206 million and a total budget of \$163.5 million for fiscal year 2022-2023.

The City of Costa Mesa, incorporated in 1953, has an estimated population of 115,000 and has a land area of 16.8 square miles. It is located in the northern coastal area of Orange County, California, and is bordered by the cities of Santa Ana, Newport Beach, Huntington Beach, Fountain Valley and Irvine. The City is a "full service city" providing a wide range of services. These services include: police and fire protection; animal control; emergency medical aid; building safety regulation and inspection; street lighting; land use planning and zoning; housing and community development; maintenance and improvement of streets and related structures; traffic safety maintenance and improvement; and full range of recreational and cultural programs.

The City of Costa Mesa is home of the Segerstrom Center for the Arts, Orange County Fairgrounds, South Coast Repertory Theater and the South Coast Plaza Shopping Center, which is the single largest commercial activity center in the City. The volume of sales generated by South Coast Plaza secures its place as the highest volume regional shopping center in the nation. The successful Proposer, shall have experience in similar types of services. All Proposers responding to this Request for Proposal (RFP) will be evaluated on the basis of their expertise, prior experience on similar projects, demonstrated competence, ability to meet the requested services, adequate staffing, reference check, understanding of services, cost and responsiveness to the needs and concerns of the City of Costa Mesa.

1. **Important Notice:** The City has attempted to provide all information available. It is the responsibility of each Proposer to review, evaluate, and, where necessary, request any clarification prior to submission of a Proposal. **Proposers are not to contact other City personnel with any questions or clarifications concerning this Request for Proposal (RFP).** Any City response relevant to this RFP other than through or approved by the City's Purchasing Division is unauthorized and will be considered invalid.

If clarification or interpretation of this solicitation is considered necessary by City, a written addendum shall be issued and the information will be posted on PlanetBids. Any interpretation

of, or correction to, this solicitation will be made only by addendum issued by the City's Purchasing Division. It is the responsibility of each Proposer to periodically check PlanetBids website to ensure that it has received and reviewed any and all addenda to this solicitation. The City will not be responsible for any other explanations, corrections to, or interpretations of the documents, including any oral information.

2. Schedule of Events: This Request For Proposal shall be governed by the following schedule:

Release of RFP	March 22, 2023
Deadline for Written Questions	March 27, 2023 at 11:00 a.m.
Responses to Questions Posted	April 3, 2023
Proposals are Due	April 6, 2023 at 2:00 p.m.
Approval of Contract	TBD

****All dates are subject to change at the discretion of the City.**

3. Proposer's Minimum Requirements: Interested and qualified Proposers that can demonstrate their ability to successfully provide the required services outlined in **Appendix A– Scope of Services**, of this RFP are invited to submit a proposal, provided they meet the following requirements. All requirements must be met at the time of the proposal due date. If these requirements are not met, the proposal may not receive further consideration, as determined in the sole discretion of the City.

- a) The Proposer must have a Planning/Project Manager/Supervisor assigned to the Contract with at least five (5) years of experience within the last 8 years, providing services equivalent or similar to the services identified in **Appendix A – Scope of Services**.
- b) The Proposer must have a Project Manager/designated point of contact assigned to the Contract with prior experience working with a similar municipality.
- c) The Proposer must be responsive to the City's inquiries, and the Project Manager/designated point of contact must be available to meet on site, on City property, for all meeting requests.

II. GENERAL INSTRUCTIONS AND PROVISIONS

1. Proposal Format Guidelines: Interested entities or contractors are to provide the City of Costa Mesa with a thorough Proposal using the following guidelines: Proposal should be typed and should contain no more than 20 typed pages using a 12-point font size, including transmittal letter and resumes of key people, but excluding Index/Table of Contents, tables, charts, graphic exhibits and pricing forms. Each Proposal will adhere to the following order and content of sections. Proposal should be straightforward, concise and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Proposals which appear unrealistic in terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this contract may be rejected. The following Proposal sections are to be included in the Proposer's response:

- **Cover Letter:** A cover letter, not to exceed three pages in length, should summarize key elements of the Proposal. An individual authorized to bind the Contractor must sign the letter. Indicate the address and telephone number of the contractor's office located nearest

to Costa Mesa, California, and the office from which the project will be managed. And include proposed working relationship among the offering agency and subcontractors, if applicable.

- **Background and Project Summary Section:** The Background and Project Summary Section should describe your understanding of the City, the work to be done, and the objectives to be accomplished. Refer to **Appendix A - Scope of Services** of this RFP.
- **Method of Approach:** Provide a detailed description of the approach and methodology that will be used to fulfill each requirement listed in the Scope of Work of this RFP. The section should include:
 1. An implementation plan that describes in detail (i) the methods, including controls by which your firm manages projects of the type sought by this RFP; (ii) methodology for soliciting and documenting views of internal and external stakeholders; (iii) and any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.
 2. Detailed description of efforts your firm will undertake to achieve client satisfaction and to satisfy the requirements of **Appendix A - Scope of Services**.
 3. Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion.
 4. Detailed description of specific tasks you will require from City staff. Explain what the respective roles of City staff and your staff would be to complete the tasks specified in the Scope of work.
 5. Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize efficient, safe, and cost-effective operations or increased performance capabilities.
 6. Firms, individuals and entities wishing to be considered shall include in their submissions the steps they will, if selected, implement and adhere to for the recruitment, hiring and retention of former employees of the City who have been displaced due to layoff or outsourcing of functions and services formerly provided by the City.
- **Qualifications & Experience of the Firm:** Describe the qualifications and experience of the organization or entity performing services/projects within the past eight years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:
 1. If the owner is a corporation please provide: Name of corporation, corporate office street address, city, state, and zip code, state where incorporated, date of incorporation, first and last name of officers, local office address, city, state & zip, and the date local office opened its doors for business.
 2. If the owner is a partnership or joint venture, please provide: Name of partnership or joint venture, principal office street address, city, state, and zip code, state of

organization, date of organization, first and last name of general partner(s), local office address, city, state, and zip code, and date local office opened its doors for.

3. List all businesses owned or controlled by yourself (applicant) or business manager doing similar business in California under another name. List business name and address and specify who owns or controls the business (e.g., self, business manager, etc.).
4. List all businesses for which you or your business manager is or was an officer, director, or partner doing similar business in California under another name. List business name and address, title, date(s) in position; specify who was in position (e.g., self, business manager, etc.).
5. How many years have you been in business under your present business name?
6. Provide a list of current and previous contracts similar to the requirements for Costa Mesa, including all public agencies served (if any). For each, provide a brief description of the scope of work performed, the length of time you have been providing services, and the name, title, and telephone number of the person who may be contacted regarding your organization's service record. Provide a sample of each background investigation for each contract.
7. Submit a description of the organization's qualifications, experience and abilities that make it uniquely capable to provide the services specified in the Scope of Work.
8. The City of Costa Mesa is interested in knowing how Proposers support the communities that they serve. Please provide information on your organization's participation in local community, charitable and civic organizations and events, including membership in the Costa Mesa Chamber of Commerce, charitable contributions made by your organization, etc.

Any public entity which submits a Proposal should describe in detail how it currently performs services like those identified in the Scope of Work within its or other jurisdictions, including photographs, written policies and/or video of services provided. If you have performed these services under contract for another public entity, please provide references for those entities as set forth above for private Proposers.

- **Financial Capacity:** The City is concerned about proposers' financial capability to perform, and therefore, may request sufficient data to allow an evaluation of firm's financial capabilities.
- **Key Personnel:** It is essential that the Proposer provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Proposer must agree to assign specific individuals to the key positions.
 - Identify the members of the staff who will be assigned to act for Proposer's firm in key management and filed positions providing the services described in the Proposal, and the functions to be performed by each.

- Include resumes or curriculum vitae of each such staff member, including name, position, telephone number, email address, education, and years and type of experience. Describe for each such person, the relevant transactions on which they have worked.
- **Cost Proposal:** Provide a structured cost proposal in a separate cost file. The cost file shall include standard hourly fee schedule, inclusive of all anticipated applicable fees for the types of projects described in this RFP and classifications or services that will be provided by the proposer. Proposals shall be valid for a minimum of **180 days** following submission.
- **Disclosure:** Please disclose any and all past or current business and personal relationships with any current Costa Mesa elected official, appointed official, City employee, or family member of any current Costa Mesa elected official, appointed official, or City employee. **Any past or current business relationship may not disqualify the firm from consideration.**
- **Sample Professional Service Agreement:** The firm selected by the City will be required to execute a Professional Services Agreement with the City. A sample of the Agreement is enclosed as **Appendix B**, but may be modified to suit the specific services and needs of the City. If a Proposer has any exceptions or conditions to the Agreement, these must be submitted for consideration with the Proposal. Otherwise, the Proposer will be deemed to have accepted the form of Agreement.
- **Checklist of Forms to Accompany Proposal:** As a convenience to Proposers, following is a list of the forms, **Appendix C** included in this RFP, which should be included with Proposals:
 1. Vendor Application Form
 2. Company Profile & References
 3. Ex Parte Communications Certificate
 4. Disclosure of Government Positions
 5. Disqualifications Questionnaire
 6. Bidder/Applicant/Contractor Campaign Contribution

2. Process for Submitting Proposals:

- **Content of Proposal:** The Proposal must be submitted using the format as indicated in the Proposal format guidelines.
- **Preparation of Proposal:** Each Proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate and reliable presentation.
- **Cost for Preparing Proposal:** The cost for developing the Proposal is the sole responsibility of the Proposer. All Proposals submitted become the property of the City. Cost proposal shall be submitted in a **separate** file containing the following:
 - ✓ Cover letter
 - ✓ Standard Hourly Fee Schedule

✓ Classifications or Services that will be provided

- **Forms to Accompany Proposal:** Appendix C forms shall be attached at the end of the Proposal with the exception of the Cost Proposal which shall be submitted in a separate file.
- **Number of Proposals:** Submit one (1) PDF file format copy of your proposal in sufficient detail for thorough evaluation and comparative analysis
- **Submission of Proposals:** Complete written Proposals must be submitted electronically in PDF file format via the planetbids.com website not later than **2:00 p.m. (P.D.T.) on April 5, 2023**. Proposals will not be accepted after this deadline. Proposals received after the scheduled closing time will not be accepted. It shall be the sole responsibility of the Proposer to see that the proposal is received in proper time. Faxed or e-mailed Proposals will not be accepted. **NO EXCEPTIONS.**
- **Inquiries:** Questions about this RFP must be posted in the Q & A tab on Planetbids no later than **March 27, 2023 at 11:00 A.M. (P.D.T.)**. The City reserves the right not to answer all questions.

The City reserves the right to amend or supplement this RFP prior to the Proposal due date. All addendum(s), responses to questions received, and additional information will be posted to the Costa Mesa Procurement Registry, Costa Mesa-Official City Web Site, Business-Bids & RFP's. Proposers should check this web page daily for new information.

From the date that this RFP is issued until a firm or entity is selected and the selection is announced, firms or public entities are not allowed to communicate outside the process set forth in this RFP with any City employee other than the contracting officer listed above regarding this RFP. The City reserves the right to reject any Proposal for violation of this provision. No questions other than posted on Planetbids will be accepted, and no response other than written will be binding upon the City.

- **Conditions for Proposal Acceptance:** This RFP does not commit the City to award a contract or to pay any costs incurred for any services. The City, at its sole discretion, reserves the right to accept or reject any or all Proposals received as a result of this RFP, to negotiate with any qualified source(s), or to cancel this RFP in part or in its entirety. The City may waive any irregularity in any Proposal. All Proposals will become the property of the City of Costa Mesa, USA. If any proprietary information is contained in the Proposal, it should be clearly identified.
- **Insurance & W-9 Requirements:** Upon recommendation of contract award, Contractor will be required to submit the following documents with ten (10) days of City notification, unless otherwise specified in the solicitation:
 - **Insurance** - City requires that licensees, lessees, and vendors have an approved Certificate of Insurance (not a declaration or policy) or proof of legal self-insurance on file with the City for the issuance of a permit or contract. Within ten (10) consecutive calendar days of award of contract, successful Bidder must furnish the City with the Certificates of Insurance proving coverage as specified in the sample contract.

- **W-9** – Current signed form W-9 (Taxpayer Identification Number & Certification) which includes Contractor's legal business name(s).

3. Evaluation Criteria: The City's evaluation and selection process will be conducted in accordance with Chapter V, Article 2 of the City's Municipal Code (Code). In accordance with the Code, the responsive responsible proposer shall be determined based on evaluation of qualitative factors in addition to cost. At all times during the evaluation process, the following criteria will be used. Sub-criteria are not necessarily listed in order of importance. Additional sub-criteria that logically fit within a particular evaluation criteria may also be considered even if not specified below.

1. **Method of Approach ----- 30%**
2. **Qualifications of Experience of the Firm ----- 40%**
3. **Key Personnel ----20%**
4. **Cost Proposal ---- 10%**

4. Evaluation of Proposals and Selection Process: In accordance with its Municipal Code, the City will adhere to the following procedures in evaluating Proposals. An Evaluation Committee, which may include members of the City's staff and possibly one or more outside experts, will screen and review all Proposals according to the weighted criteria set forth above. While price is one basic factor for award, it is not the sole consideration.

- A. **Responsiveness Screening:** Proposals will first be screened to ensure responsiveness to the RFP. The City may reject as non-responsive any Proposal that does not include the documents required to be submitted by this RFP. At any time during the evaluation process, the City reserves the right to request clarifications or additional information from any or all Proposers regarding their Proposals.
- B. **Initial Proposal Review:** The Committee will initially review and score all responsive written Proposals based upon the Evaluation Criteria set forth above. The Committee may also contact Proposer's references. Proposals that receive the highest evaluation scores may be invited to the next stage of the evaluation process. The City may reject any Proposal in which a Proposer's approach, qualifications, or price is not considered acceptable by the City. An unacceptable Proposal is one that would have to be substantially rewritten to make it acceptable. The City may conclude the evaluation process at this point and recommend award to the lowest responsible bidder. Alternatively, the City may elect to negotiate directly with one or more Proposers to obtain the best result for the City prior to making a recommendation or selection.
- C. **Interviews, Reference Checks, Revised Proposals, Discussions:** Following the initial screening and review of Proposals, the Proposers included in this stage of the evaluation process may be invited to participate in an oral interview. Interviews, if held, are tentatively scheduled for the week of **May 1, 2023** and will be conducted at City of Costa Mesa City Hall, 77 Fair Drive, Costa Mesa, CA 92626. This date is

subject to change. The individual(s) from Proposer's organization that will be directly responsible for carrying out the contract, if awarded, should be present at the oral interview. The oral interview may, but is not required to, use a written question/answer format for the purpose of clarifying the intent of any portions of the Proposal.

In addition to conducting an oral interview, the City may during this stage of the evaluation process also contact and evaluate the Proposer's references, contact any Proposer to clarify any response or request revised or additional information, contact any current users of a Proposer's services, solicit information from any available source concerning any aspect of a Proposal, and seek and review any other information deemed pertinent to the evaluation process.

Following conclusion of this stage of the evaluation process, the Committee will again rank all Proposers according to the evaluation criteria set forth above. The Committee may conclude the evaluation process at this point, and make a recommendation for award, or it may request Best and Final Offers from Proposers. The City may accept the Proposal or negotiate the terms and conditions of the agreement with the highest ranked organization. The City may recommend award without Best and Final Offers, so Proposers should include their best Proposal with their initial submission.

Recommendation for award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully within a time period determined by the City, the City may terminate negotiations and commence negotiations with the next highest scoring Proposer or withdraw the RFP.

- 5. Protests:** Failure to comply with the rules set forth herein may result in rejection of the protest. Protests based upon restrictive specifications or alleged improprieties in the Proposal procedure, which are apparent or reasonably should have been discovered prior to receipt of Proposals shall be filed in writing with the City's Purchasing Division at least 10 calendar days prior to the deadline for receipt of Proposals. The protest must clearly specify in writing the grounds and evidence on which the protest is based.

Protests based upon alleged improprieties that are not apparent or that could not reasonably have been discovered prior to submission date of the Proposals, such as disputes over the staff recommendation for contract award, shall be submitted in writing to the City's Purchasing Division, within 48 hours from receipt of the notice from the City advising of City's recommendation for award of contract. The protest must clearly specify in writing the grounds and evidence on which the protest is based. The City's Purchasing Division will respond to the protest in writing at least 3 days prior to the meeting at which City's recommendation to the City Council will be considered. Should Proposer decide to appeal the response of the City's Purchasing Division, and pursue its protest at the Council meeting, it will notify the City's Purchasing Division of its intention at least 2 days prior to the scheduled meeting.

A. Procedure – All protests shall be typed under the protester's letterhead and submitted in accordance with the provisions stated herein. All protests shall include at a minimum the following information:

- The name, address and telephone number of the protester;

- The signature of the protester or the protester's representative;
- The solicitation or contract number;
- A detailed statement of the legal and/or factual grounds for the protest; and
- The form of relief requested.

6. Accuracy of Proposals: Proposers shall take all responsibility for any errors or omissions in their Proposals. Any discrepancies in numbers or calculations shall be interpreted to reflect the cost to the City.

If prior to contract award, a Proposer discovers a mistake in their Proposal which renders the Proposal unwilling to perform under any resulting contract, the Proposer must immediately notify the facilitator and request to withdraw the Proposal. It shall be solely within the City's discretion as to whether withdrawal will be permitted. If the solicitation contemplated evaluation and award of "all or none" of the items, then any withdrawal must be for the entire Proposal. If the solicitation provided for evaluation and award on a line item or combination of items basis, the City may consider permitting withdrawal of specific line item(s) or combination of items.

7. Responsibility of Proposers: The City shall not be liable for any expenses incurred by potential Contractors in the preparation or submission of their Proposals. Pre-contractual expenses are not to be included in the Contractor's Pricing Sheet. Pre-contractual expenses are defined as, including but not limited to, expenses incurred by Proposer in:

- Preparing Proposal in response to this RFP;
- Submitting that Proposal to the City;
- Negotiating with the City any matter related to the Proposal; and,
- Any other expenses incurred by the Proposer prior to the date of the award and execution, if any, of the contract.

8. Confidentiality: The California Public Records Act (Cal. Govt. Code Sections 6250 et seq.) mandates public access to government records. Therefore, unless information is exempt from disclosure by law, the content of any request for explanation, exception, or substitution, response to this RFP, protest, or any other written communication between the City and Proposer, shall be available to the public. The City intends to release all public portions of the Proposals following the evaluation process at such time as a recommendation is made to the City Council.

If Proposer believes any communication contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer shall request that the City withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. Proposer may not designate its entire Proposal as confidential nor designate its Price Proposal as confidential.

Submission of a Proposal shall indicate that, if Proposer requests that the City withhold from disclosure information identified as confidential, and the City complies with the Proposer's request, Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the City from and against all damages (including but not limited to attorney's fees and costs that may be awarded to the party requesting the Proposer information), and pay any and all costs and expenses related to the withholding of Proposer information. Proposer shall not make a claim, sue, or maintain any legal action against the City

or its directors, officers, employees, or agents concerning the disclosure, or withholding from disclosure, of any Proposer information. If Proposer does not request that the City withhold from disclosure information identified as confidential, the City shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to the City.

- 9. Ex-Parte Communications:** Proposers and Proposers' representatives should not communicate with the City Council members about this RFP. In addition, Proposers and Proposers' representatives should not communicate outside the procedures set forth in this RFP with an officer, employee or agent of the City, including any member of the evaluation panel, with the exception of the RFP Facilitator, regarding this RFP until after Contract Award. Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the City during a public meeting.

A "Proposer" or "Proposer's representative" includes all of the Proposer's employees, officers, directors, consultants and agents, any subcontractors or suppliers listed in the Proposer's Proposal, and any individual or entity who has been requested by the Proposer to contact the City on the Proposer's behalf. Proposers shall include the Ex Parte Communications Form, **Appendix C** with their Proposals certifying that they have not had or directed prohibited communications as described in this section.

- 10. Conflict of Interest:** The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code Sections 1090 et seq., or Sections 87100 et seq., during the performance of services under any Agreement awarded. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of any Agreement awarded. Violation of this provision may result in any Agreement awarded being deemed void and unenforceable.

- 11. Disclosure of Governmental Position:** In order to analyze possible conflicts that might prevent a Proposer from acting on behalf of the City, the City requires that all Proposers disclose in their Proposals any positions that they hold as directors, officers, or employees of any governmental entity. Additional disclosure may be required prior to contract award or during the term of the contract. Each Proposer shall disclose whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months using the attached Disclosure of Government Positions Form, **Appendix C**.

- 12. Conditions to Agreement:** The selected Proposer will execute a Professional Service Agreement for Services with the City describing the Scope of work to be performed, the schedule for completion of the services, compensation, and other pertinent provisions. The contract shall follow the sample form of Agreement provided as **Appendix B** to this RFP, which may be modified by the City.

All Proposers are directed to particularly review the indemnification and insurance requirements set forth in the sample Agreement. **The terms of the agreement, including insurance requirements have been mandated by the City and can be modified only if extraordinary circumstances exist.**

Submittal of a Proposal shall be deemed acceptance of all the terms set forth in this RFP and the sample agreement for services unless the Proposer includes with its Proposal, in writing, any conditions or exceptions requested by the Proposer to the proposed Agreement.

- 13. Disqualification Questionnaire:** Proposers shall complete and submit, under penalty of perjury, a standard form of questionnaire inquiring whether a Proposer, any officer of a proposer, or any employee of a Proposer who has a proprietary interest in the Proposer, has **ever** been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local government project because of a violation of law or safety regulation and if so, to explain the circumstances. A Proposal may be rejected on the basis of a Proposer, any officer or employee of such Proposer, having been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local project because of a violation of law or a safety regulation, **Appendix C**.
- 14. Standard Terms and Conditions:** The City reserves the right to amend or supplement this RFP prior to the Proposal due date. All addendum(s) and additional information will be posted on the planetbids.com website. Proposers should check this web page daily for new information

APPENDIX A SCOPE OF SERVICES

ON-CALL PUBLIC WORKS/ENGINEERING STAFF SUPPORT SERVICES

The City seeks to procure services of one or more outside organizations to assist with professional engineering and management services for maintenance and capital improvement projects, and peer review of civil engineering aspects of private land development. Proposers are encouraged to focus on their areas of strength and are not required to team with a large number of sub-consultants to cover all potential types of projects.

The City may elect to choose one or more consultants to provide the services for a not-to-exceed fee based on tasks agreed to by the City and Consultant.

The scope of work includes, but is not limited to, the following:

1. Provide staff and services on an on-call, as-needed basis.
2. Provide civil design and/or construction management services for repair and replacement of City infrastructure, ranging from street improvement, building maintenance, and any other infrastructure related projects.
3. Provide in-house personnel or sub-consultants for civil, land surveying, structural, mechanical, electrical, and landscaping architecture.
4. Provide the full range of engineering services including preliminary studies, public outreach, drawings, specifications, estimates and other professional services.
5. Review and develop standard plans and specifications.
6. Respond to plan check comments for building permits.
7. During construction, make on-site visits; review material submittals, shop drawings and test results; respond to RFPs; draft change orders; and review pay estimates.

Typical projects may include:

1. Street resurfacing and reconstruction, including pavement design.
2. Concrete curb, gutter and ramps.
3. Sewer and storm drain in-ground and above-ground pump stations.
4. Sewer and storm drain pipe replacement.
5. Shoreline upgrades and repairs, including rip-rap, concrete seawalls, bridge abutments, and docks.
6. Lagoon pumps and weir systems.
7. Park improvements, including play fields and courts, pathways, buildings, and field lighting.
8. Site grading, retaining walls and utility replacement.
9. Traffic signal and street lighting equipment replacement, including pole and cabinet foundations and conduits.
10. Land surveying, mapping, tract and parcel map processing.
11. Right-of-way work consisting of developing and reviewing easements, dedications, vacations, et

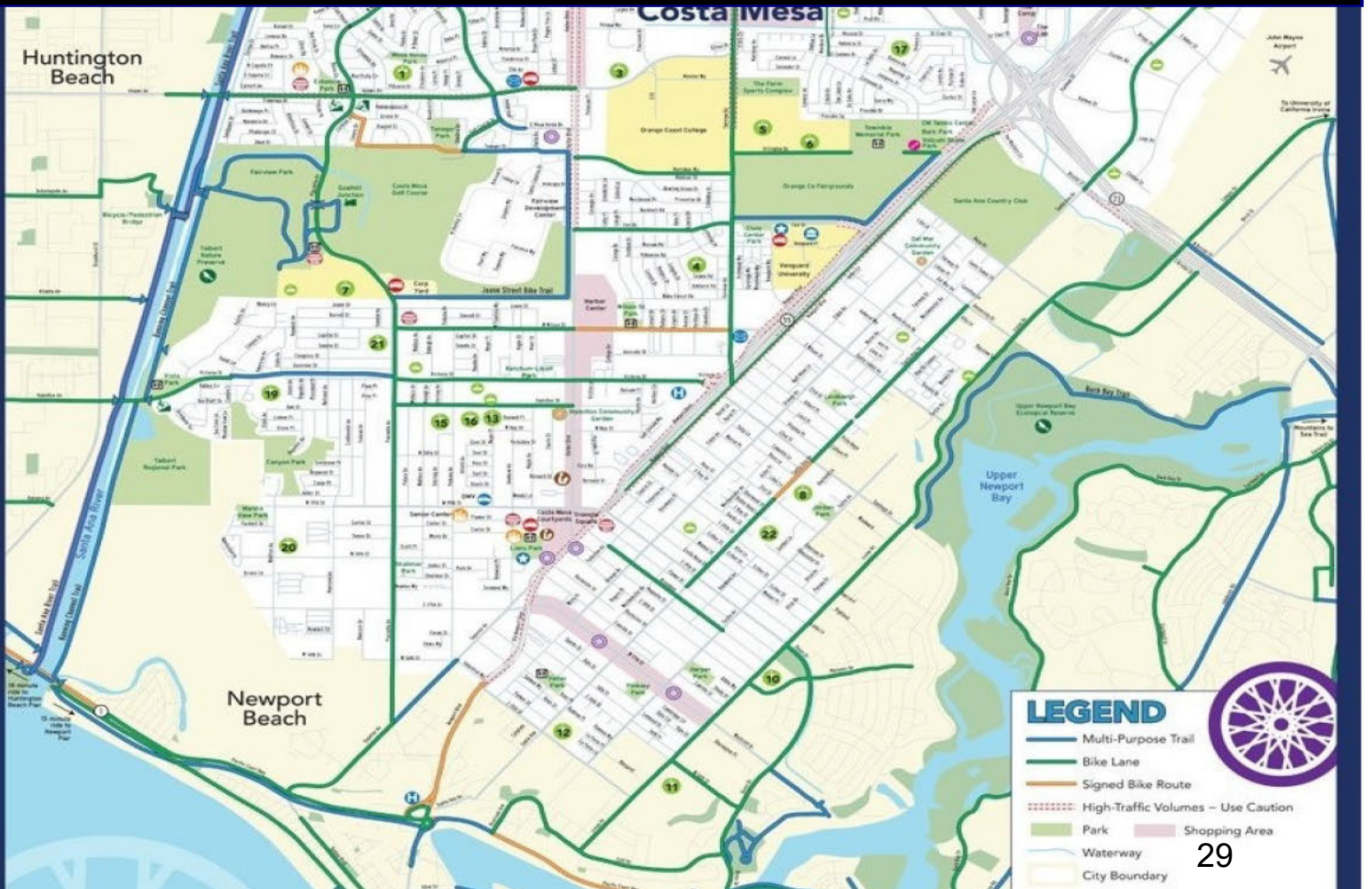
EXHIBIT B
CONSULTANT'S PROPOSAL



PROPOSAL

for
ON-CALL PUBLIC WORKS/
ENGINEERING STAFF SUPPORT SERVICES

Presented to:
CITY OF COSTA MESA
Finance Department, Purchasing Division
77 Fair Drive, 4th Floor, Costa Mesa, CA 92628



April 6, 2023

City of Costa Mesa
Finance Department
77 Fair Drive, Room 100
Costa Mesa, CA 92626

Attention: Purchasing Division

Subject: Cover Letter for “On-Call Public Works/Engineering Staff Support Services” Proposal

Ladies & Gentlemen:

Kabbara Engineering is pleased to present our Proposal for On-Call Public Works/Engineering Staff Support Services, to the City of Costa Mesa. The Kabbara Engineering team is committed to meeting the City’s needs as outlined in the City’s Request for Proposal No. 23-13, and offers the following:

- ***Knowledge of Local Environment*** - Kabbara Engineering is a local, woman-owned business and sole proprietorship, strictly dedicated to serving public agencies since 1990, and has **successfully completed the design and management of numerous public works infrastructure projects for the City of Costa Mesa since 1995, including the most recent award-winning Arlington Drive Bioswale & Dry Weather Diversion Project.** Kabbara Engineering has successfully completed the design of numerous alleys in the City of Costa Mesa since 1995, including the James Street Alleys, Shalimar Alleys, and Alley Nos. 123, 122, 116, 108, 107, 106, 75, 76, 77, 66, 54, 28, 29, 30, 31, 15, 75, and 76, and numerous street rehabilitation and drainage infrastructure projects, including the Fairview Relief Storm Drain Project, Walnut Avenue Drainage Project, Zone 16 Street Resurfacing, Fairview Park Bike Trail, Pomona & 18th Street Rehabilitation, Wallace, Kenwood, Buoy, South Coast Drive, Hyland, Old Newport Blvd. Frontage Road and other street rehabilitation projects. We have also completed hundreds of local, state and federally funded street, pavement rehabilitation, parking lot, streetscape/complete streets, traffic, transportation, transit/multi-modal, lighting, water, sewer, storm drain, parks, public building (library, civic center, courthouse) and other design and rehabilitation projects for other local public agencies in Los Angeles and Orange Counties. This combination of past local experience, coupled with our dedication to municipal service, produces a project team that is thoroughly acquainted with the local environment and the needs of the City of Costa Mesa.
- ***Relevant Experience*** - Kabbara Engineering is currently providing similar On-Call Civil Engineering Design services to the City of Laguna Beach since 2017, and to the City of Brea, City of Glendora, City of La Mirada, City of Orange and City of Culver City. Kabbara Engineering also currently serves as the District Engineer for Pico Water District (since 2017), which includes On-Call plan check services, the development, update and maintenance of District standard plans and specifications, and design & construction support services for implementation of their CIP program. We have also provided professional traffic engineering and funding application support staffing services to the City of Costa Mesa in past years (since 2015).

Kabbara Engineering is also very familiar with federal and state funding compliance requirements, and has successfully completed preparation and processing numerous federal funding and grant applications, preliminary environmental studies (PES), E-76 packages, agency invoicing, and coordination for numerous projects over the last 24 years, including those funded by ISTEA, SR2S, HSIP, ARRA, STPL, Prop 42, Prop C, AHRP, ATP, CDBG, Tier 2, Measure M, M2, special tax, and local funding programs. Kabbara Engineering is also very familiar with the latest ADA compliance requirements, since we have served on the APWA Technical Committee for Standards and Specifications. We have reviewed and fully understand the scope of services outlined in RFP No. 23-13, and are prepared to provide the City of Costa Mesa with the high quality, Professional Civil Engineering Design services requested therewith.

- Project Team - Ms. Leah Kabbara, P.E., Q.S.D., will be assigned as Project Manager for this project and has over 32 years of municipal engineering design and management experience in Los Angeles and Orange Counties. Our team also includes the long-term relationships with the following highly qualified group of subconsultants, as needed for any project:

Geotechnical:

Fenagh, LLC, 9474 Chesapeake Drive, Suite 906
San Diego, California 92123 (858) 427-2200
Scott Prince, PE sprince@fenaghengineering.com

Land Surveying:

On-Point Land Surveying Inc., 1910 Orange Tree Lane, Suite 344
Redlands, CA 92374 (909) 792-2221
tsmith@onpointlandsurveying.com Tony Smith, P.E., P.L.S.

Traffic/Lighting:

General Technologies & Solutions, 11900 West Olympic Boulevard
Suite 450, Los Angeles, CA 90017 (213) 267-2332
rawad.hani@gentecsol.com Rawad Hani, PE, TE

Structural:

Welsh Structures Inc., 12722 Barrett Lane, Santa Ana, CA 92705
swelsh@welshstructures.com Stephanie Welsh SE, PE, (714)352-6297

Landscape Architecture:

NUVIS 20250 SW Acacia Street, Suite 260
Newport Beach, CA 92660 (714) 754-7311
pcardoza@nuvis.net Perry Cardoza LA, ASLA

Our subconsultants have successfully delivered many similar projects in their specified fields, as part of the Kabbara Engineering Team for over 10 years.

- Principal Involvement - Kabbara Engineering is run by Principals who have over 60 years of combined municipal engineering experience, and a stake and personal involvement in every project undertaken. That involvement ensures that resources are prioritized for your project, and that we produce a quality product that proceeds on a predictable schedule, is designed within budget, and experiences minimum construction change orders.
- Past Performance Record - Kabbara Engineering has a proven, 33+year track record of successfully providing professional engineering design, management, survey and consulting services to local agencies throughout Southern California. We encourage the City of Costa Mesa to contact our references to confirm our outstanding track record.

We believe that these strengths make Kabbara Engineering uniquely qualified to provide the City of Costa Mesa with the requested On-Call Public Works/Engineering Staff Support Services.

Thank you for this opportunity to be of service. We look forward to working with City staff on this contract.

This proposal shall remain valid for a period of 180 days from the date of this letter.

Should you have any questions or need additional information, please contact me at the following address: 601 N. Parkcenter Drive, Suite 205, Santa Ana, CA 92705, or by telephone: (714) 744-9400, extension 22, or email at leah@kabbara.net.

Sincerely,
KABBARA ENGINEERING

A handwritten signature in blue ink, appearing to read "Leah Kabbara", written in a cursive style.

Leah Kabbara, PE, QSD
Principal Engineer

2. BACKGROUND & PROJECT SUMMARY

Background

Kabbara Engineering's (KE) professional background includes 28 years of experience providing the same and similar public works and engineering support services to the Public Services, Engineering staff at the City of Costa Mesa, as requested in RFP No. 23-13. The continuity of the Kabbara Engineering's core staff allows us to share our in-depth knowledge, history of past projects and issues, and understanding of the City's infrastructure, with and as a direct extension of current City staff.

Kabbara Engineering's area of strength includes professional engineering design, management and construction engineering support service for various capital improvement projects, including federal, state and locally funded street, pavement rehabilitation, streetscape/complete streets, traffic, transit/multi-modal, lighting, EV Charging Station, WIFI & interconnect systems, domestic and recycled water, sewer, storm drain, water quality, and various other municipal projects.

We have also provided plan check and value engineering review services to the City of Costa Mesa, when requested by City staff for various development and CIP projects, designed by others, and have presented various projects to City Council and various committees and community groups, as required by staff as a part of our preliminary design development process.

Kabbara Engineering is strictly dedicated to serving public agencies since 1990, and has **successfully completed the design and management of numerous public works infrastructure projects for the City of Costa Mesa since 1995, including the most recent award-winning Arlington Drive Bioswale & Dry Weather Diversion Project.** Kabbara Engineering has successfully completed the design of numerous alleys in the City of Costa Mesa since 1995, including the James Street Alleys, Shalimar Alleys, and Alley Nos. 123, 122, 116, 108, 107, 106, 75, 76, 77, 66, 54, 28, 29, 30, 31, 15, 75, and 76. The KE Team has also successfully completed numerous street rehabilitation and drainage infrastructure projects, including the Fairview Relief Storm Drain Project, Walnut Avenue Drainage Project, Zone 16 Street Resurfacing, Fairview Park Bike Trail, Pomona & 18th Street Rehabilitation, Wallace, Kenwood, Buoy, South Coast Drive, Hyland, Old Newport Blvd. Frontage Road and other street rehabilitation projects.

We have also completed hundreds of local, state and federally funded street, pavement rehabilitation, parking lot, streetscape/complete streets, traffic, transportation, transit/multi-modal, lighting, water, sewer, storm drain, parks, public building and other design and rehabilitation projects for other local public agencies in Los Angeles and Orange Counties.

This combination of past local experience, coupled with our dedication to municipal service, produces a project team that is thoroughly acquainted with the local environment and the needs of the City of Costa Mesa.

Kabbara Engineering has provided similar On-Call Professional Civil Engineering Services to numerous agencies throughout Southern California in recent years, including contracts with the City of Brea, City of Orange, City of Pomona, City of Laguna Beach, City of La Mirada, City of Glendora, City of Burbank, City of Downey, City of Costa Mesa, City of Hermosa Beach, City of Yorba Linda, City of Santa Monica, City of Anaheim Public Utilities Department, Pico Water District and City of Irvine.

Project Summary

The scope of this On-Call Public Works/Engineering Support Services proposal is to act as an extension of City staff and to assist the City with professional engineering and land surveying design, management, and construction engineering support services for the implementation of the City's capital improvement projects and engineering peer review and/or plan check review of on-going private development projects. This contract also includes mapping, easement, and right-of-way preparation and review as required for temporary construction or permanent easements, right-of-way acquisition and subdivision projects.

The City's capital improvement program consists of various public infrastructure projects, including street and alley rehabilitation (resurfacing and reconstruction), pavement design, repair and reconstruction of miscellaneous PCC (concrete) improvements including sidewalks, curbs & gutters, curb ramps (for ADA compliance), cross gutters and other improvements, streetscape and complete streets projects, park and trail improvements, sewer and storm drain improvements, including hydrology & hydraulic analysis, traffic & pedestrian signal, interconnect, street lighting and electrical improvements. The Costa Mesa Sanitary District owns, operates and maintains the sewer system and pump stations in the City of Costa Mesa, and subconsultants are available as needed for specialized shoreline upgrades and repairs.

3. METHOD OF APPROACH

Project Management

At Kabbara Engineering, the key to an effective management approach is the organization of a highly qualified team of professional engineers, land surveyors and technical support staff. A team approach is applied to every project undertaken, with a Principal Engineer in responsible charge of the project, directing, managing, and acting as the central design figure in the work. Ms. Leah Kabbara, P.E., QSD, will be the Project Manager and Principal-in-charge of your projects and will be directly responsible for all aspects of the project. Ms. Kabbara has over 32 years of experience in the design and management of public works projects and has completed numerous municipal street, pavement, streetscape and other improvement project plans, specifications, estimates within the Southern California area. Mr. Bill Kabbara, P.E., P.L.S., will be the Principal Project Engineer in charge of your projects and has over 33 years of experience in the design and management of various municipal infrastructure projects within the Southern California area.

Quality Assurance

As evidenced in our Experience Profile, and by the quality of our references, Kabbara Engineering has worked exclusively for public agencies, and therefore understands the importance of producing a quality product that proceeds on a predictable schedule, is designed within budget, and experiences minimum construction change orders. Our Quality Assurance Plan always includes formal reviews for value engineering and constructability by a Principal Engineer of our firm and by an external designated construction manager. Also included is a review of all Opinions of Probable Construction Costs by an external designated construction estimator, and comparison of actual recent bid costs on similar projects in the area. Consequently, our project management procedures include safeguards to ensure that the City of Costa Mesa will benefit from a project that responds to all design issues, is completed on time, and receives construction bids that are close to the Engineer's Estimate.

Quality Assurance is a key component of every Client’s project and will be an on-going task within each project. Kabbara Engineering is committed to meeting our client’s project schedules. Our excellent record of quality assurance, including project schedule and cost compliance is based on the following three-point plan:

Project Planning

We feel that project planning is a vital first step to reach our goal “project completion on-time”. In planning a project, we will thoroughly define the mutually agreed upon project goals and requirements and break down the project into the tasks. Utilizing the Critical Path Method we rank each task, determine the resource requirements to accomplish each task, review any time constraint and allocate the necessary resources for maximum efficiency. Project tasks, responsibilities and goals will be clearly communicated and understood at all staff levels, as required to collaboratively develop the design for the project with the Client. Good planning is only the first step to accomplish our goal of ensuring schedule and budget compliance.

Project Tracking

We are constantly striving to meet all of the project time constraints through constant monitoring and tracking. To help us with this task, we use computers with the latest in project scheduling and tracking software to adhere to the project schedule. These tools allow us to manage our resources efficiently and adjust our planned course of action to meet the project schedule.



Communication

Clear communication between our design team our client is of the vital importance for all projects. We strive to keep our clients informed of the project schedule and design progress through our “STATUS REPORTS” which are provided in hard copy and will regularly be available and updated for the City’s Project Manager on our secured access web site. These reports will identify any potential problems early on and help secure solutions. Status reports are prepared on a monthly or bi-weekly time frame depending on the client’s needs and the project requirements.

Team Processes & Resources

The Kabbara Engineering Team, including all of its subconsultants have committed to their availability and their personal involvement for the duration of this project. Additional staff will be available to support our core team as required for the successful completion of this project. The continuity of our team members will expedite project delivery and implementation.

Specialized Knowledge & Equipment

The Kabbara Engineering Team has the experience in all aspects of this Civil Engineering capital improvement design, engineering and construction contract. Our knowledge of local conditions, regulations and excellent working relationships with local agencies and communities will enhance the implementation and successful completion of this project.

The Kabbara Engineering Team also has over 30 years of extensive knowledge and experience with federal and state funding and grant preparation, management, processing and compliance.

Kabbara Engineering assisted the City of Costa Mesa, with federal grant applications for the Active Transportation Program grants which are a combination of the old SRTS, Bike and TEA programs, and successfully ranked #1 in obtaining Measure M2 Environmental Cleanup Program Tier 2 Grant funding for one of the City's Arlington Drive Bioswale and Dry Weather Diversion projects.

Kabbara Engineering is also very familiar with federal and state funding compliance requirements, and has successfully completed preparation and processing numerous federal funding and grant applications, preliminary environmental studies (PES), E-76 packages, agency invoicing, and coordination for numerous projects over the last 29 years, including those funded by ISTEA, SR2S, HSIP, ARRA 1, ARRA 2, STPL, Prop 42, Prop C, AHRP, Tier 2, Measure M, M2, CDBG, ATP, special tax, and other federal, state and local funding programs.

Each project is designed using AutoCAD workstations. All field survey crews are outfitted with electronic equipment, including G.P.S. equipment and data collectors for direct interface with the office CADD systems.

Infrastructure Premium including Civil3D 2021 and Pavement Sections programs CALAC, are used for typical street and pavement rehabilitation projects' design and drafting. These two tasks are accomplished concurrently, which greatly improves the speed and accuracy of drawing production, resulting in lower production costs, which are passed on to our clients. CADD offers many advantages which include modifications to designs that can be accomplished with greater ease. Uniform presentation and ease of as-constructed plans are some additional advantages.

Kabbara Engineering utilizes the latest in hydrology software and computational methods in watershed modeling. We are very familiar with all of the Advanced Engineering Software (A.E.S.) programs, the Los Angeles Watershed, Rational Method Program (for less than 100 acres), the Modified Rational Method F0601 Program (for areas above 100 acres), and the Unit Hydrograph HEC 1 Flood Hydrograph Package developed by the U.S. Army Corps of Engineers. In hydraulic analysis and design, we use the Water Pressure Gradient Program (WSPG) developed by the Los Angeles County and the HEC 2 (Water Surface Profiles), HEC 6 (Scour and Deposition in Rivers and Reservoirs) programs, Visual Urban (FHWA Catch Basin Sizing, Detention, Routing) and HY 8-7.0 (FHWA Culvert Design).

Communication between the client and team members is enhanced by digital communication, via the internet, of all related project criteria, schedules, status reports, work products and deliverables.

4. QUALIFICATIONS & EXPERIENCE

Corporate Documentation

Kabbara Engineering is a sole proprietorship, dedicated to technical excellence and high-quality services in the design and construction of public works projects. Our Federal Employer I.D. No. is 33-0716651.

We are a local firm with offices located 8 miles from City Hall at 601 N. Parkcenter Drive, Suite 205, Santa Ana, California, 92705, phone (714) 744-9400. Ms. Leah Kabbara, P.E., Q.S.D., Principal Engineer is the contact for this contract and can be reached directly at phone (714) 744-9400, Extension 22, or email: leah@kabbara.net.

Kabbara Engineering maintains no financial interests in other lines of business.

Years in Business

Kabbara Engineering is pleased to be celebrating our 33rd year anniversary in business this year, and has been dedicated to serving the public works community in Southern California since its founding in 1990.

Company Profile

Kabbara Engineering is a full service and licensed Civil Engineering and Land Surveying company with extensive experience with the design of federal, state and locally funded civil engineering design projects including street, pavement rehabilitation, parking lot, streetscape/complete streets, traffic, transportation, transit/multi-modal, lighting, water, sewer, storm drain, and various other municipal projects.

Kabbara Engineering has provided similar On-Call Professional Civil Engineering Services to numerous agencies throughout Southern California in recent years, including contracts with the City of Brea, City of Orange, City of Pomona, City of Laguna Beach, City of La Mirada, City of Glendora, City of Burbank, City of Downey, City of Costa Mesa, City of Hermosa Beach, City of Yorba Linda, City of Santa Monica, City of Anaheim Public Utilities Department and City of Irvine. Kabbara Engineering also currently serves as District Engineer for the Pico Water District since 2017.

Experience & Client References

The following experience profiles showcase recent federal, state and locally funded projects successfully completed by Kabbara Engineering and the proposed Project Team for the City of Costa Mesa, specifically including the same Kabbara Engineering Team members, and our subconsultants as applicable.

Client: CITY OF COSTA MESA Public Services/Engineering, 77 Fair Drive, 4th Floor, Costa Mesa, CA 92628

Contact: Mr. Raja Sethuraman, P.E., T.E., Director of Public Works, (714) 754-5032
raja.sethuraman@costamesaca.gov

1. **Arlington Drive Bioswale & Dry Weather Diversion Project - ASCE 2018 ENVIRONMENTAL PROJECT OF THE YEAR AWARD, APWA 2018 B.E.S.T. PROJECT OF THE YEAR, & OCEC 2018 PROJECT ACHIEVEMENT AWARD**

Project Cost: \$4,260,000

Year of Completion: 2018

The Kabbara Engineering Team narrowed the east end of Arlington Drive to one lane in each direction, allowing us to meet the funding transportation nexus and create a bioswale to treat the runoff by trapping the primary pollutants of concern (Cadmium, Copper, Lead, Zinc), promoting infiltration and reducing storm water runoff to the Upper Newport Bay, an Environmentally Sensitive Area, and a high priority clean-up area, designated by the Santa Ana Regional Water Resources Control Board. The Kabbara Engineering Team effectively designed the new bioswale improvements to mitigate 100% of the tributary water quality flows, which included a complex series of flow splitting devices that were designed to capture and treat the water quality of “first-flush” surface runoff in the bioswale, while allowing larger flows to by-pass and enter the storm drain system during major storm events, all while meeting flood protection goals under both existing and future development conditions. In addition to the excellent water quality benefits, this project has resulted in numerous outstanding benefits to the community and their public agency partners, including traffic calming and implementation of the City’s Bicycle Master Plan with 1 mile of a new off-street meandering and curb adjacent multi-purpose trail, landscape planting, irrigation, and pavement rehabilitation improvements which serve as safe public access to an adjacent college, high school, middle school, Tewinkle Sports Park, Volcom Skate Park, and the OC Fair. This project also resolved severe flooding issues with construction of a 54” RCP Master Planned storm drain system and improved safety and driveways to the OC Fair for bus and truck trailer access. Access to parks and schools was also improved by installation of a new mid-block traffic signal and 3-way intersection stop to enhance pedestrian safety, and the addition of new diagonal on-street parking spaces to better serve the Parks. This \$4.69 million project was delivered on-schedule and under-budget by the Kabbara Engineering design team and fulfilled its public commitment to enhancing water quality, flood protection, traffic safety, access and beautification.



2. Fairview Park Relief Storm Drain, Bike Path, Parking Lot & Play Area Improvements

Project Cost: \$1.4 Million (Storm Drain only) **Year of Completion:** 2018 **Construction:** TBD

Kabbara Engineering was selected by the City of Costa Mesa to prepare preliminary design and final construction documents for improvements to Fairview Regional Park. The proposed project improvements include the construction of a new master planned storm drain system on the south end of the park as required to mitigate on-going flooding in adjacent residential neighborhoods. New storm drain system included extensive hydrology and hydraulic design, geotechnical and slope stabilization analysis of a sensitive coastal canyon slope, directional drilling for the installation of a new 36" HDPE (butt fused) storm drain pipe system in a 48" steel casing, outlet structure and velocity reducer. Project also included preliminary design for the reconstruction of existing asphalt concrete trails, the construction of a Class 1, ADA compliant bike trail extension between Pacific Avenue and Canyon Drive, the construction of one new drop-off /turn-around and one new parking lot, the design of new entry monuments and parking lot lighting, and design for a new playground/tot lot area. Project included environmental documentation, electrical lighting design, preliminary alternative landscape designs, including color renderings for public presentation, and enhanced Park entry monument sign and entry landscape at each trail head location at Pacific Avenue, Canyon Drive and Placentia Avenue.

Client: CITY OF LAGUNA BEACH 497 Ocean Avenue, Laguna Beach, CA 92651

Contact: Mr. Mark Trestik, P.E., City Engineer, (949) 497-0300, mtrestik@lagunabeachcity.net

1. Baja Street Retaining Wall Replacement Project

Project Cost: \$165,300 **Year of Completion:** 2019

Kabbara Engineering is currently providing On-call Professional Engineering Services (since 2017) to the City and prepared preliminary design exhibits and final design and construction plans, specifications and estimates for the replacement of an existing damaged block retaining wall within the public right-of-way on Baja Street, with 425 s.f. of new Soil Nail wall. This project included analysis of various types of retaining walls and structures, topographic survey, preliminary design exhibits, Community outreach/public meetings, design review coordination, structural engineering design and details based on soils and wall recommendations provided by the City's geotechnical engineer, and final soil nail wall plans, grading and drainage details, specifications and estimates suitable for bidding and construction of the proposed wall and appurtenances. Kabbara Engineering also provided a preliminary title report for the affected property, and prepared a legal description and exhibit for a permanent easement and for temporary construction access purposes, as required by City staff.

2. Various Residential Street Improvements (Crestview/Fern, Bermudez & Skyline)

Project Cost: \$300,000 **Year of Completion:** 2017

Kabbara Engineering prepared final design and construction plans, specifications and estimates for the rehabilitation of various residential streets in Laguna Beach, as a part of their annual street rehabilitation project. This project consisted reconstruction of the steep intersection of Crestview Drive and Fern Drive, as required to improve drive-ability and emergency access to the single-family residential community that it serves, including analysis of break-over angles with various sizes of truck and car templates. This project also included traffic signing and striping, and reconstruction and resurfacing of Bermudez Drive and Skyline

Drive, as required to improve drainage. Street improvements included the design and installation of a sub-drain system in Skyline Drive, as required to mitigate existing seasonal high ground water, and new curb and gutter improvements on Bermudez Drive, as required to mitigate areas of standing water. Project was expedited and fast-tracked in order to incorporate this project into the bid set for the City's annual slurry seal program project for bidding and construction. Project was completed within budget and on-schedule.

Client: **CITY OF LA MIRADA** 15515 Phoebe Avenue, La Mirada, California 90638

Contact: Mr. Mark Stowell, P.E., Director of Public Works, (562) 902-2371,
mstowell@cityoflamirada.org

1. La Mirada Theatre for the Performing Arts, Drainage & Loading Dock Improvements
Project Cost: \$400,000 **Year of Completion:** 2023

Kabbara Engineering currently provides On-Call Professional Engineering Services to the City of La Mirada, and was selected by the City to prepare preliminary and final grading, drainage, structural, electrical, pump station, landscape and irrigation improvement plans, specifications and estimates for the bidding and construction of a new dock high loading dock and drainage improvements for the La Mirada Theatre for the Performing Arts. Project includes field topographic survey and mapping of the existing Theatre site and building, research and review of existing architectural plans, new PCC loading dock, retaining walls, sidewalks, stairs, handrails, forklift and ADA access ramps, new decorative custom steel gates, new dual sump pump station design, new electrical service, waterproofing and mitigation of existing drainage issues around the building, area drain and trench drain construction, tree removals, new drought tolerant landscape planting and drip irrigation system.

2. Measure I, Phase 3 Residential Street & Storm Drain Improvement Project
Project Cost: \$7.9 Million **Year of Completion:** 2017

Kabbara Engineering was selected by the City to prepare PS&E for the rehabilitation and repair of 16 miles of residential and collector streets, including 64 streets at various locations throughout the City of La Mirada as funded by the local Measure I tax measure. Construction costs were estimated at 7.9 million dollars. The project also included field topographic survey, base mapping, geotechnical investigation and pavement recommendations for all streets, traffic signing and striping, monument perpetuation, repair of damaged curb, gutter and sidewalk, replacement of existing slotted cross gutters, and ADA curb ramp upgrades. A major master plan storm drain main line and catch basin improvements, including extensive hydrology and hydraulic calculations for both Los Angeles and Orange County hydrology models, per a U.S. Army Corps of Engineers study was also included as part of this project, along with CCTV inspection and design details and specifications for slip-lining of existing CMP storm drain mains and laterals within the project limits. Project also included extensive coordination with the City of Buena Park, Orange County Flood Control District, and Suburban Water District. The improvements for the subject streets within the project limits included cold plane of existing macadam pavement and overlay with Asphalt Rubber Hot Mix (ARHM), and full depth D.G.A.C. reconstruction of failed pavement sections and roadways.

Client: CITY OF DOWNEY 11111 Brookshire Avenue, Downey, CA 90241
Contact: Mr. Desi Gutierrez, P.E., Principal Engineer, (562) 904-7110, dgutierr@downeyca.org

Citywide Residential Street Rehabilitation CIP 21-03

Project Cost: \$2.5 Million **Year of Completion:** 2021

Kabbara Engineering was selected by the City to prepare PS&E for the rehabilitation and repair of 83 residential and collector streets at various locations throughout Zone 9 in the southeast portion of the City of Downey (11.4 miles). These streets serve a combination of existing single family and/or multi-family residential neighborhoods and commercial/industrial uses. Most of the streets are fully improved with curb and gutter and asphalt pavement. The improvements for the subject streets utilized a full range of pavement rehabilitation methodologies selected by the City of Downey in conformance with the PMP, including mill and overlay of existing pavement with Asphalt Rubber Hot Mix (ARHM), total full depth D.G.A.C. reconstruction, cape seal and slurry seal. The repair of miscellaneous damaged sections of curb and gutter, sidewalk, and cross gutters on each street were marked in the field by the inspector, with a bid item included in the specifications for unit pricing. Damaged driveways and curb ramps within the project limits were reconstructed to conform to the latest ADA requirements. The project is funded with gas tax and Measure R Local Return funds.

Client: CITY OF BREa 1 Civic Center Plaza, Brea, CA 92821
Contact: Mr. Michael Ho, Director of Public Works/City Engineer, (714) 990-7657,
michaelh@ci.brea.ca.us

Eagle Hills Tract Water & Street Improvement Project 7467

Project Cost: \$3.6 Million **Year of Completion:** 2021

Kabbara Engineering currently provides On-Call Professional Engineering Services to the City of Brea, and was selected by the City to prepare PS&E for this project including the preparation of preliminary alignment studies, geotechnical corrosivity analysis, pavement recommendations and final construction documents (PS&E) for the replacement of 9,960 lineal feet of old and undersized water mains with new 8" and 10" PVC Class 305 DR14 water mains and appurtenances. Included new DIP fittings, water valves, fire hydrants, air release and blow-off assemblies and replacement of 189, 1" and 2" water meters and services. Project also included the design of a new pressure reducing and regulating station and pavement rehabilitation including cold mill and an ARHM overlay with localized dig-outs and Type II slurry seal of all streets within the Tract. Project also included ADA ramp upgrades, repair of damaged PCC curb and gutter, cross gutter and driveway improvements, traffic signing and striping, detailed traffic control specifications, and extensive coordination with adjacent residents and impacted utilities. We also performed complete bidding and construction engineering support services, such as review of contractor submittals, responses to contractor RFI's, clarifications as needed, weekly construction meeting attendance as requested by City staff and preparation of As-built plans for City's files based on contractor redlines upon completion of construction. Project was completed within budget and on-schedule.

Client: CITY OF SOUTH PASADENA 1414 Mission Street, South Pasadena, CA 91030
Contact: Mr. Anteneh Tesfaye, Deputy Director of Public Works (626) 460-6393
ATesfaye@SouthPasadenaCA.gov

1. Bushnell Avenue & Diamond Avenue Street Improvement Project FY 17-18
Project Cost: \$1.23 Million **Year of Completion:** 2019

The City selected Kabbara Engineering to prepare construction plans, specifications and estimates (PS&E), suitable for bidding and award of a formal Unit Price public works construction project for the rehabilitation of Bushnell Avenue and Diamond Avenue as part of the City's FY 2017-2018 capital street improvement projects. The proposed improvements for the projects include pavement rehabilitation and replacement of water services meter, fire hydrants and appurtenances on Bushnell Avenue (from Huntington Drive to Oak Street) and on Diamond Avenue (from Monterey Road to Lyndon Street. The project also includes repair of damaged PCC sidewalks, curb and gutter, cross gutter, and driveways at various locations within the project limits. More specifically this project includes sawcut, removal and disposal of localized failed existing asphalt roadway sections, cold milling of existing pavement, subgrade preparation and compaction, asphalt concrete (AC) overlay, asphalt concrete (AC) leveling course, full depth DGAC pavement, Petromat pavement reinforcing fabric, ADA curb ramps upgrades, utility adjustments, 8" drain lines and catch basin connection, abandonment of existing 12" CMP drain pipe, removal of existing outlet structure, reconnecting existing curb drains, traffic signing, thermoplastic striping and pavement markings; traffic control and all appurtenant work. Project was completed on schedule & within budget.

2. South Pasadena Library Drainage Improvement Project
Project Cost: \$337,800 **Year of Completion:** 2017

The Kabbara Engineering Team prepared construction plans, specifications and estimates (PS&E), suitable for bidding and award of a formal Unit Price public works construction project for Drainage Improvements for the South Pasadena Library, located at 1100 Oxley Street, as required to mitigate existing flooding issues within and around the historic building and park grounds. The work included clearing and grubbing, precise grading, including unclassified excavation and unclassified fills, landscape planting and sod replacement and restoration, irrigation system restoration, area drain PVC pipe and inlet system improvements, storm water pump station improvements, electrical service upgrades for pump station, PCC driveway, curb and gutter, slough wall, curb and patio improvements, catch basin and trench drain construction, curb and wall drains, implementation of erosion control and storm water pollution prevention measures, traffic and pedestrian control, construction survey, miscellaneous utility relocations and adjustments, and all appurtenant work thereto necessary for the proper construction of the contemplated improvements.

Client: CITY OF UPLAND 1370 N. Benson Avenue, Upland, CA 91786
Contact: Bob Critchfield, PE, Engineering Manager, (909) 291-2946, bcritchfield@ci.upland.ca.us

Alpine Street, Vernon Drive & Palm Avenue Street & Utility Improvement Project
Project Cost: \$4,207,205 **Year of Completion:** 2023

The City of Upland selected Kabbara Engineering to prepare improvement plans, specifications and construction cost estimates for the rehabilitation of Alpine Street, Vernon Drive and Palm Avenue from 9th Street to Arrow Highway and west of Palm Avenue (3,150 l.f.). Project included preparation of a

geotechnical investigation and report recommendations, full depth reconstruction of the entire pavement section of each street with ARHM/DGAC, correction of surface drainage deficiencies, new PCC curb & gutter, sidewalk, driveway, cross gutter, alley intersection, special sidewalk paving and curb ramp construction, the replacement of existing brick sewer manholes with new modern precast sewer manholes, abandonment of the existing water facilities, and construction of new 8" CML&C water mains, reconnection and upgrade of existing services, fire hydrants, laterals and appurtenances, removal of existing street lights, preparation of a photometric study, and the installation of new concrete street light poles, mast arms, LED luminaires, and a new underground electrical system, including coordination with SCE for pole removal and new SCE power service and meter pedestals. The project also included traffic signing and striping, extensive coordination with Sprint for the relocation of a transcontinental fiber main line to avoid conflict with the new water main, and coordination of permits and specifications for construction work planned within an existing Railroad right-of-way. Project was completed within budget and on-schedule.

Client: CITY OF POMONA 505 South Garey Avenue, Pomona, CA 91766

Contact: Mr. Rene Guerrero, P.E., Director of Public Works, (909) 620-2440,

Rene.Guerrero@ci.pomona.ca.us

1. Pomona Emergency Shelter Parking Lot Project

Project Cost: \$1.7 Million

Year of Completion: 2023

Kabbara Engineering is prequalified to perform On-Call Professional Engineering Services and was selected by the City of Pomona, Neighborhood Services Department, to prepare the preliminary alignment studies and final PS&E suitable for bidding and construction of a new parking lot to serve the City's recently completed Emergency Shelter, on a 1.2 acre site located at 1390 E. Mission Boulevard. The project included preparation and implementation of a Standard Urban Stormwater Management Plan (SUSMP), which included design of a new underground StormCapture infiltration basin, precise grading and paving plan per the recommendations of the City provided geotechnical report, erosion control plans, horizontal control plans, new curb & gutter, alley gutters, area drains, ADA path of travel, design of 2 new handicap accessible electric vehicle charging stations, new parking lot lighting and electrical service, striping, drought tolerant landscape planting, new irrigation system, installation of a new electronic access gate, access and lighting for new container storage area onsite, and relocation of an existing guard shack. Project was completed within budget and on-schedule.

2. Major Street Rehabilitation Garey Avenue Bulbouts, Project No. 428-68548 FY 13/14- FY 15/16 – APWA 2018 BEST PROJECT OF THE YEAR AWARD

Project Cost: \$1.7 Million

Year of Completion: 2018

Kabbara Engineering is prequalified to perform On-Call Professional Engineering Services and was selected by the City of Pomona to prepare the Civil Engineering Design of 4 major intersections on Garey Avenue, including Foothill Boulevard, Alvarado Street, Bonita Avenue and Arrow Highway, as a part of the major rehabilitation of Garey Avenue within the City limits. The project included a traffic study and the addition of bulbouts at each intersection, pavement rehabilitation, traffic signal modifications and upgrades, utility adjustments and relocations, new curb & gutter, sidewalk, driveway and ADA curb ramp improvements, landscape planting and irrigation and traffic signing and striping as required to add and extend new bike lanes through each intersection. Project also included Caltrans encroachment permit processing for all work within Foothill Boulevard (State R/W), including preparation of traffic control plans per Caltrans standards

and requirements. Project included field topographic survey, base map preparation, review of existing geotechnical recommendations by others, and extensive utility coordination and design coordination with the proposed median and paving improvements on Garey Avenue, prepared by others, to ensure a seamless join during construction. Project was completed within budget and on-schedule.

Client: **CITY OF PICO RIVERA** 6615 Passons Boulevard, Pico Rivera, CA 90660

Contact: Mr. Jose Loera, T.E., Assistant City Engineer/City Traffic Engineer (now at City of South Gate) (323) 563-9578 jloera@sogate.org

Whittier Boulevard Rehabilitation Project

Project Cost: \$1.4 Million **Year of Completion:** 2016

The City of Pico Rivera selected Kabbara Engineering to prepare a traffic study, conceptual median alignments, and preliminary and final civil engineering design for the street, pavement and median improvements for Whittier Boulevard from Paramount Boulevard to the West City Limits at Van Norman Road (2,700 l.f.). The project was funded with federal STP-L and State Prop C funds, and Kabbara Engineering prepared, processed and obtained the PES, R/W Certification and E-76 form for the project's authorization to proceed with construction in compliance with Caltrans standards and requirements for federally funded projects. Kabbara Engineering performed field topographic survey, and prepared base maps, plans and profiles, cross sections, signing, striping & traffic control plans, geotechnical report, deflection testing, and pavement recommendations, utility coordination, specifications, cost estimates, and construction engineering support for this project. The proposed improvements included new raised median construction, ARHM pavement overlays, full depth pavement reconstruction, and repair of damaged curb and gutter, cross-gutters, driveways, sidewalks, and curb ramps. Kabbara Engineering also prepared landscape planting and irrigation and street & underpass lighting PS&E for the beautification of the new and existing medians and parkways. Kabbara Engineering also processed and obtained a UPRR encroachment & right-of-entry permit for work within the Railroad R/W, including painting of the underpass walls and bridge abutments.

Client: **CITY OF BURBANK** 150 N. Third Street, Burbank, CA 91502

Contact: Mr. Omar Moheize, P.E., Principal Engineer, (818) 238-3943, OMoheize@burbankca.gov

Magnolia Park Street and Parking Lot Improvement Projects

Project Cost: \$490,000 **Year of Completion:** 2016

Kabbara Engineering was selected by the City of Burbank to implement the Magnolia Park Specific Plan Improvements, which consisted of preliminary and final design of PS&E for the construction of street improvements, the addition of diagonal on-street parking spaces, and the improvement of a dual use private/public parking lots in the Phase 5 area of the Magnolia Park Specific Plan. Work locations included: Niagara Street, from Magnolia Street North to the Alley; Catalina Street, from Magnolia Street South to the Alley; Frederic Street, from Magnolia Street South to the Alley; Screenland Drive, from Magnolia Street South to the Alley; and 3 Parking Lot Improvements (North & South Magnolia and Church Parking Lots). The work associated with this project consisted primarily of sawcut, removal & disposal of existing structural section and P.C.C. improvements; cold milling of A.C. Pavement; street reconstruction and overlay with A.C. Pavements, and A.B.; construction of new P.C.C. curb, gutters, sidewalk, ramps, driveways, alley intersection and local depressions; 8" P.C.C. Pavement over native; storm drain improvements, including 15" RCP, catch

basins, manholes, and concrete collars; manholes, pull boxes & miscellaneous valve cans adjustment to grade; drought tolerant landscape and irrigation improvements for the 3 Parking Lots; photometric studies & LED lighting improvements for the Parking Lots; Infiltration Planters; retaining wall construction; trash enclosure construction; traffic signing, striping & loop replacement, traffic control and temporary striping; construction survey; and Environmental Compliance (NPDES) and WQMP preparation and processing. The Magnolia North Parking Lot project also included extensive coordination and processing of an Agreement with LADWP for the development of the parking lot within a portion of LADWP right-of-way.

5. FINANCIAL CAPACITY

Financial Stability

Kabbara Engineering is in excellent financial health, and has never been the subject of any litigation, bankruptcies, mergers, or closures, and is not subject to any known conditions that may impact our ability to do business in or with the City of Costa Mesa. Kabbara Engineering has an outstanding commitment to client service, and has never failed or refused to complete a contract with any public agency, most of whom are long term and repeat clients.

Insurance Coverage

Kabbara Engineering maintains professional liability, comprehensive general liability, vehicular, and workers compensation insurance in accordance with the latest requirements of the City of Costa Mesa and the Labor code. A copy of our current certificate of insurance is available upon request.

6. KEY PERSONNEL

Proposed Staffing

Our core team of design professionals has over 140 years of combined municipal civil engineering and project management experience, specifically in Southern California. Kabbara Engineering also enjoys a 30+-year record of success in preparing the design of local, state and federally funded PS&E construction bid packages for a wide variety of Civil Engineering and infrastructure projects for local agencies, many of which have been successfully audited by the FHWA.

The Kabbara Engineering Team has a full range of federal and state funding experience, including preparation and processing of grant applications, preliminary environmental studies and documentation, state and federal permit requirements, requests for authorizations to proceed with design and/or construction, PS&E design, bidding and construction compliance, local agency invoicing/reimbursement procedures, and project closeout.

Ms. Leah Kabbara, P.E., QSD, will be the Project Manager and Principal-in-charge of your projects and will be directly responsible for all aspects of the project. Ms. Kabbara has over 32 years of experience in the design and management of public works projects and has completed numerous municipal streetscapes, street, pavement, traffic, green streets, and other improvement project plans, specifications, estimates within the Southern California area. Mr. Bill Kabbara, P.E., P.L.S., will be the Project Engineer in charge of your projects and has over 33 years of experience in the design and management of streetscape, street, pavement

and various municipal projects within the Southern California basin. **These key personnel above have committed their availability for the duration of this contract and shall not be removed or replaced without the prior written concurrence of the City of Costa Mesa.** The Kabbara Engineering Team for the City of Costa Mesa includes the following resumes:

Kabbara Engineering Team Resumes

KABBARA ENGINEERING

Civil Engineering – Prime Consultant

601 N. Parkcenter Drive, Suite 205, Santa Ana, CA 92705

(714) 744-9400 leah@kabbara.net

Leah Kabbara, P.E., QSD, Principal Engineer/Project Manager - 32+ years' experience

Education: 1983 - University of California, Irvine, BS, Civil Engineering

Licensure: Professional Civil Engineer, State of California - RCE 41879

Qualified SWPPP Developer, State of California - C41879

Professional Organizations: ASCE, APWA, CCEA, AWWA

Brief Background: Ms. Kabbara, Project Manager for Kabbara Engineering, has more than thirty-two (32) years of experience in the design of local, state and federally funded municipal street, streetscape, redevelopment, storm drain, drainage, sewer, water, recycled water, traffic and transportation projects in Southern California. As Project Manager, Ms. Kabbara is responsible for the quality assurance reviews, scheduling, manpower, and for maintaining a high level of communication with clients and staff. Ms. Kabbara has been directly responsible for the following projects, in the role of project manager and/or project engineer, and has been responsible for the design and management of hundreds of street, streetscapes, lighting, traffic, sewer, water, storm drain and institutional projects. Ms. Kabbara also has extensive experience in the preparation and processing of federal and state grant applications, and compliance documentation and currently serves as District Engineer for the Pico Water District.

Project Experience: Ms. Kabbara's experience includes streetscape design for the City of Downey, City of El Segundo, City of West Hollywood, City of Santa Monica, City of Upland, City of Pico Rivera, City of Burbank and City of Costa Mesa, and numerous other street, storm drain, traffic, water and sewer infrastructure projects throughout Southern California.

Bill Kabbara, P.E., L.S., Principal Engineer/Project Engineer - 33+ years' experience

Education: 1982 - University of California, Irvine, BS, Civil Engineering

1982 - University of California, Irvine, BS, Biological Sciences

1985 - California State University, Long Beach, MS, Civil Engineering

Licensure: Professional Civil Engineer, State of California - RCE 40812

Professional Land Surveyor, State of California - LS 6624

Professional Organizations: ASCE, APWA, CCEA, AWWA, CLSA

Brief Background: Mr. Kabbara has over thirty-three (33) years of professional engineering experience, with a specialization in public works projects specifically in Orange and Los Angeles Counties. As Principal and Project Engineer, Mr. Kabbara will act as the central design figure in the work. Mr. Kabbara has been responsible for the design and management of numerous public works projects including street rehabilitation, streetscape, storm drain, flood control, master plans of drainage, inundation studies, sewer,

water, and institutional projects. Mr. Kabbara also has extensive construction supervision experience, obtained while previously with the Orange County Environmental Management Agency, where he provided construction supervision of public works projects including street reconstruction, storm drains and flood control channels projects. Mr. Kabbara also has over 33 years' experience achieving design compliance with federal and state funding requirements, including ADA, Title 24, and Caltrans E-76 processing, and has served on the APWA technical committee for standards and specifications. Mr. Kabbara's experience includes streetscape design for the City of Downey, City of El Segundo, City of West Hollywood, City of Santa Monica, City of Upland, City of Pico Rivera, City of Burbank and City of Costa Mesa, and numerous other street, storm drain, traffic, water and sewer infrastructure projects throughout Southern California.

Grant Anderson, P.E., T.E., Traffic Engineer - 40+ years' experience

Education: 1978 - University of Southern California, BS, Civil Engineering
Licensure: Professional Civil Engineer, State of California - RCE 34285
Professional Traffic Engineer, State of California - RTE 1193

Brief Background/Experience: Mr. Anderson has over 40 years of experience in traffic and civil engineering. He has been responsible for traffic studies of intersections and highway segments, traffic signals, preparing reports and recommendations related to traffic/transportation problems, traffic operations, and freeway and road development. Previously, as Chief of Roadway Design and Chief Traffic Engineer for the County of Orange (Retired - OCERS), Mr. Anderson has supervised roadway design and civil engineers, traffic engineers and technicians in traffic operations, traffic engineering, and short-range transportation planning activities. He has represented Traffic Engineering on various committees and commissions. He has provided his technical expertise in design, plan check and consulting with a variety of private and public agencies. Mr. Anderson is also an expert in federal and state funding and grant applications, and recently provided Kabbara Engineering's On-call professional traffic engineering and program management services to the City of Costa Mesa. Mr. Anderson most recently completed the following streetscape project as a highly qualified member of the Kabbara Engineering team: *City of West Hollywood – Melrose Avenue Streetscape Improvement Project*.

Ithiel Carter, PhD., L.S., Land Surveyor- 25+ years' experience

Education: 1985 - University of California, Santa Barbara, BS, Mathematics
1987 - University of California, Santa Barbara, MS, Mathematics
1990 - University of California, Santa Barbara, PhD, Mathematics
Licensure: Professional Land Surveyor, State of California - LS 6759

Brief Background/Experience: Dr. Carter has over 25 years of professional land surveying experience. He has extensive experience in control and topographic surveying, data collection and reduction, road profiling and cross sections, construction staking, right-of-way mapping, legal descriptions and exhibits, and boundary analysis. Dr. Carter is responsible for mapping, coordination, review and approval of survey field work, managing and scheduling crews and coordination with clients' approval, inspection, and management of testing services. Dr. Carter's most recently completed the following streetscape projects as a highly qualified member of the Kabbara Engineering team: *City of Upland - Foothill Boulevard Streetscape Design Survey, Legal Descriptions and Exhibits for R/W dedications and easements; City of West Hollywood - La Brea Avenue Streetscape Design Survey; City of Santa Monica - 20th Street & Cloverfield Boulevard Streetscape Design Survey*.

Robert Harvick, BSCE, E.I.T, Civil Engineer/CAD Designer- 13+ years' experience

Education: B.S., Civil Engineering – 1998, California State University, Fullerton

Licensure: EIT – California – XE 105468

Brief Background/Experience: Mr. Harvick has over thirteen-years of civil engineering experience in the design of public works projects and is very familiar with AutoCAD, AutoDesk Land Development and the Civil Engineering Design Module. Mr. Harvick's recent streetscape experience includes computer-aided design and drafting for the following the City of El Segundo's Downtown Specific Plan Improvement project; City of Santa Monica's 20th and Cloverfield Streetscape; City of Upland, Foothill Boulevard Streetscape and Downtown "C" Street Revitalization Project.

Subconsultant Team

Kabbara Engineering also maintains excellent long-term relationships with a highly qualified group of subconsultants who have worked together successfully on past similar municipal projects for over 10 years, including the following specialized expertise, as required for this project. Departure or reassignment of, or substitution for, any member of the designated subconsultant team shall not be made without the prior written approval of the City.

ON-POINT LAND SURVEYING INC - Field Survey Subconsultants

Mr. Tony Smith, LS, PE, Principal & Field Crew Chief – 18+ years' experience

Bachelor of Science, Civil (Geospatial) Engineering, Cal State Polytechnic University, Pomona

Professional Land Surveyor – CA Certificate No. 8133

Professional Land Surveyor – AZ Certificate No. 48359

Professional Engineer - Civil – CA Certification No. 80387

1906 Orange Tree Ln, Ste. 240, Redlands, CA 92374, T (909) 792-2221 tsmith@onpointlandsurveying.com

FENAGH LLC–Geotechnical Engineering Subconsultants

Scott Prince, PE, Geotechnical Engineer, – 15+ years' experience

Bachelor of Science, Civil Engineering – California State University, Los Angeles

Bachelor of Science, Systems Engineering, California State Polytechnic University, San Luis Obispo

Professional Engineer #83961, State of California

9474 Chesapeake Dr., Suite 906, San Diego, CA 92123, T (858) 427-2200, sprince@Fenaghengineering.com

WELSH STRUCTURES INC. – Structural Engineering Subconsultants

Stephanie Welsh, SE, LEED AP, Principal – 35+ years' experience

Bachelor of Science, Civil Engineering – University of California, Irvine

Professional Structural Engineer (CA) S 2998

Professional Civil Engineer (CA) C 36989

12722 Barrett Lane, Santa Ana, CA 92705, T (714) 352-6297, swelsh@welshstructures.com

NUVIS – Landscape Architecture & Irrigation Subconsultants

Perry Cardoza LA, ASLA, President – 30+ years' experience

Bachelor of Science, Landscape Architecture, California State Polytechnic University, Pomona, 1986

Professional Landscape Architect (CA) PLA 3943

20250 SW Acacia Street, Suite 260, Newport Beach, CA 92660, T (714) 754-7311, pcardoza@nuvis.net

GENERAL TECHNOLOGIES AND SOLUTIONS – Traffic Signal & Interconnect Subconsultants

Rawad Hani, PE, TE, PTOE, PTP, Principal Engineer – *20+ years' experience*
Bachelor of Science, Civil Engineering (Transportation) - American University
Master of Science, Civil Engineering (Transportation) – American University
Professional Civil Engineer (CA, WA, FL)
Professional Traffic Engineer (CA)
Professional Traffic Operations Engineer (PTOE)
11900 W. Olympic Blvd, Suite 450, Los Angeles, CA 90017, T (213) 267 2332 rawad.hani@gentecsol.com

GENERAL TECHNOLOGIES AND SOLUTIONS – Lighting & Electrical Engineering Subconsultants

Chaouki A. Hosn, EE, Senior Electrical Engineer – *34+ years' experience*
Bachelor of Science, Electrical Engineering – University of Washington, Seattle
Professional Electrical Engineer (CA) E 14083
11900 W. Olympic Blvd, Suite 450, Los Angeles, CA 90017, T (213) 267 2332 cah@gentecsol.com

Other subconsultant services in the specialties of Aerial Topography, Environmental Documentation, Potholing, Right-of -Way Acquisition, and Title Services are also available, through our team relationships, if required by the City.

7. COST PROPOSAL

Kabbara Engineering's confidential Proposed Fee Schedule is in the separate sealed envelope included herewith. Our hourly fees/rates shall remain fixed for the initial 1-year term of this contract.

8. EXCEPTIONS

Kabbara Engineering does not take any exceptions nor proposes any conditions on the Sample Professional Services Agreement included in City's Request for Proposal No. 23-13, dated March 22, 2023.

9. APPENDIX (ATTACHED HEREWITH AS FOLLOWS):

- ◆ Vendor Application Form
- ◆ Company Profile & References
- ◆ Ex Parte Communications Certificate
- ◆ Disclosure of Government Positions Form
- ◆ Disqualifications Questionnaire Form
- ◆ Bidder/Applicant/Contractor Campaign Contribution Form



**VENDOR APPLICATION FORM
FOR**

RFP No. 23-13 ON-CALL PUBLIC WORKS/ENGINEERING STAFF SUPPORT SERVICES

TYPE OF APPLICANT: ☒ NEW ☐ CURRENT VENDOR

Legal Contractual Name of Corporation: KABBARA ENGINEERING

Contact Person for Agreement: Leah Kabbara

Title: Principal Engineer E-Mail Address: leah@kabbara.net

Business Telephone: (714) 744-9400 Business Fax: _____

Corporate Mailing Address: P.O. Box 7273

City, State and Zip Code: Orange, CA 92863-7273

Contact Person for Proposals: Leah Kabbara

Title: Principal Engineer E-Mail Address: leah@kabbara.net

Business Telephone: (714) 744-9400 ext. 22 Business Fax: _____

Is your business: (check one)

☐ NON PROFIT CORPORATION ☐ FOR PROFIT CORPORATION

Is your business: (check one)

☐ CORPORATION ☐ LIMITED LIABILITY PARTNERSHIP

☐ INDIVIDUAL ☒ SOLE PROPRIETORSHIP

☐ PARTNERSHIP ☐ UNINCORPORATED ASSOCIATION

Names & Titles of Corporate Board Members

(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

Names	Title	Phone

Federal Tax Identification Number: [REDACTED]

City of Costa Mesa Business License Number: 07671

(If none, you must obtain a Costa Mesa Business License upon award of contract.)

City of Costa Mesa Business License Expiration Date: to be renewed with contract

COMPANY PROFILE & REFERENCES

Company Legal Name:

Company Legal Status (corporation, partnership, sole proprietor etc.): **sole proprietor**

Active licenses issued by the California State Contractor's License Board: **C 41879**

Business Address: **601 N. PARKCENTER DRIVE, SUITE 205, SANTA ANA, CA 92705**

Website Address: **www.kabbara.net**

Telephone Number: **(714) 744-9400**

Facsimile Number:


Email Address: **leah@kabbara.net**

Length of time the firm has been in business: **33 years**

Length of time at current location: **2 years, previous location 25 years**

Is your firm a sole proprietorship doing business under a different name: ☐ Yes ☒ No

If yes, please indicate sole proprietor's name and the name you are doing business under: **Leah Kabbara dba KABBARA ENGINEERING**

Federal Taxpayer ID Number: 

Regular Business Hours: **8:30 pm to 5:30 pm**

Regular holidays and hours when business is closed: **noon to 1 pm for lunch & Federal holidays**

Contact person in reference to this solicitation: **Leah Kabbara, PE, Principal Engineer**

Telephone Number: **(714) 744-9400 ext. 22** Facsimile Number:

Email Address: **leah@kabbara.net**

Contact person for accounts payable: **Same as above**

Telephone Number:

Facsimile Number:

Email Address:

Name of Project Manager: **Same as above**

Telephone Number:

Facsimile Number:

Email Address:

COMPANY PROFILE & REFERENCES (Continued)

Submit the company names, addresses, telephone numbers, email, contact names, and brief contract descriptions of at least three clients, preferably other municipalities for whom comparable projects have been completed or submit letters from your references which include the requested information.

Company Name: City of Costa Mesa

Contact Name: Mr. Raja Sethuraman, PE, TE, Director of Public Works

Contract Amount: \$247,943

Email: raja.sethuraman@costamesaca.gov

Address: City of Costa Mesa, Public Services, 77 Fair Drive, 4th Floor, Costa Mesa, CA 92628

Brief Contract Description: Arlington Drive Bioswale & Dry Weather Diversion Project

Company Name: City of Laguna Beach

Telephone Number: (949) 497-0300

Contact Name: Mr. Mark Trestik, PE, City Engineer

Contract Amount: \$39,925

Email: mtrestik@lagunabeachcity.net

Address: 497 Ocean Avenue, Laguna Beach, CA 92651

Brief Contract Description: Baja Street Retaining Wall Replacement Project

Company Name: City of La Mirada

Telephone Number: (562) 902-2371

Contact Name: Mr. Mark Stowell, PE, Director of Public Works

Contract Amount: \$424,834

Email: mstowell@cityoflamirada.org

Address: City of La Mirada, Public Works Department, 15515 Phoebe Avenue, La Mirada, CA 90638

Brief Contract Description: Measure I, Phase 3, Residential Street & Storm Drain Improvement Project

Company Name: City of Brea

Telephone Number: (714) 990-7657

Contact Name: Mr. Michael Ho, PE, Director of Public Works

Contract Amount: \$115,824

Email: michaelh@ci.brea.ca.us

Address: City of Brea, 1 Civic Center Plaza, Brea, CA 92821

Brief Contract Description: Eagle Hills Tract Water and Street Improvement Project

Company Name: City of Upland

Telephone Number: (909) 291-2946

Contact Name: Mr. Bob Critchfield, PE, Engineering Manager

Contract Amount: \$119,700

Email: bcritchfield@ci.upland.ca.us

Address: City of Upland, Public Works Department, 1370 N. Benson Avenue, Upland, CA 91786

Brief Contract Description: Alpine, Vernon & Palm Street & Utility Improvements Project

EX PARTE COMMUNICATIONS CERTIFICATION

Please indicate by signing below one of the following two statements. **Only sign one statement.**

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning informal **RFP No. 23-13 ON-CALL PUBLIC WORKS/ENGINEERING STAFF SUPPORT SERVICES** at any time after **March 22, 2023**.



Signature

Date: April 6, 2023

Leah Kabbara, PE, Principal Engineer

Print

OR

I certify that Proposer or Proposer's representatives have communicated after **March 22, 2023** with a City Councilmember concerning informal **RFP No. 23-13 ON-CALL PUBLIC WORKS/ENGINEERING STAFF SUPPORT SERVICES**. A copy of all such communications is attached to this form for public distribution.

Signature

Date: _____

Print

DISCLOSURE OF GOVERNMENT POSITIONS

Each Proposer shall disclose below whether any owner or employee of Contractor currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None."

NONE.

DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

Has the Contractor, any officer of the Contractor, or any employee of the Contractor who has proprietary interest in the Contractor, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes _____ No X

If the answer is yes, explain the circumstances in the following space.



**BIDDER/APPLICANT/CONTRACTOR CAMPAIGN CONTRIBUTION
DISCLOSURE FORM**

Proposer/Consultant/Applicant is required to identify any campaign contribution or cumulative contributions greater than \$249 to any city council member in the twelve months prior to submitting an application, proposal, statement of qualifications or bid requiring approval by the City Council.

Date	Name of Donor	Company/Business Affiliation	Name of Recipient	Amount
				NONE

Except as described above, I/we have not made any campaign contribution in the amount of \$250 or more to any Costa Mesa City Council Member in the twelve months preceding this Application/Proposal.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

KABBARA ENGINEERING


Bidder/Applicant/Proposer

April 6, 2023
Date

EXHIBIT C
COST PROPOSAL



April 6, 2023

City of Costa Mesa

Finance Department
77 Fair Drive, Room 100
Costa Mesa, CA 92626

Attention: Purchasing Division

Subject: Cost Proposal for “On-Call Public Works/Engineering Staff Support Services” for RFP No. 23-13

Ladies & Gentlemen:

Thank you for allowing us to present our Proposal to the City of Costa Mesa for On-Call Public Works/Engineering Staff Support Services, for RFP No. 23-13g Design contract. Enclosed is our confidential Schedule of Hourly Rates, for providing professional public works engineering services to the City of Costa Mesa. Also attached are the hourly rate schedules for our subconsultant team.

Kabbara Engineering is pleased to have maintained a successful working relationship with City staff and stakeholders since 1995, and has **successfully completed the design and management of numerous public works infrastructure projects for the City of Costa Mesa, including the most recent award-winning Arlington Drive Bioswale & Dry Weather Diversion Project and the following list of projects:**

- James Street Alleys
- Shalimar Alleys
- Various Alley Improvements – Alley Nos. 123, 122, 116, 108, 107, 106, 75, 76, 77, 66, 54, 28, 29, 30, 31, 15, 75, and 76.
- Fairview Relief Storm Drain Project
- Walnut Avenue Drainage Project
- Zone 16 Street Resurfacing Project
- Pomona & 18th Street Rehabilitation Project
- Wallace, Kenwood & Buoy Street Rehabilitation Project
- South Coast Drive Rehabilitation Project
- Hyland Avenue Rehabilitation Project
- Old Newport Boulevard Improvement Project
- Fairview Park Bike Trail & Parking Lot Improvements – Preliminary Design
- Pacific Avenue Topographic Survey
- Pacific Avenue Cul-de-sac Preliminary Design

Our hourly fees/rates shall remain fixed for the initial 1-year term of this contract. Our hourly fees/rates include all indirect costs associated with providing the subject services to the City of Costa Mesa, as follows:

**CLASSIFICATION
ENGINEERING****HOURLY RATES**

Principal Engineer/Project Manager	\$ 220 per hour
Project Engineer/Senior Engineer	\$ 200 per hour
Quality Engineer	\$ 160 per hour
Designer/ Civil Engineer	\$ 130 per hour
Junior Engineer	\$ 110 per hour
CADD Operator	\$ 100 per hour

SURVEYING

Licensed Land Surveyor	\$ 220 per hour
Survey Technician	\$ 140 per hour

CLERICAL

Clerical	\$ 90 per hour
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MISCELLANEOUS EXPENSE CHARGES:

Kabbara Engineering considers local travel/mileage, photocopying, first class postage, telephone, facsimile, and mobile communication charges a normal part of doing business and such costs are included in the stated hourly rates. Out-of-pocket expenses including pre-approved travel and lodging, outside exhibit preparation, requested overnight courier or registered and/or certified mail (return receipt requested) charges, and specialty reproduction (unless otherwise specified) are in addition to the contract amount and will be charged at cost plus ten percent (+10%) for administration, coordination, and handling. Mileage is charged at the maximum allowable IRS rate. A finance charge will be computed at the rate of 1.5 percent per month, which is an annual rate of 18 percent and charged on all past due accounts. If legal action is brought on delinquent accounts, the prevailing party shall be entitled to recover its reasonable attorney's fees and other costs of collection.

SUBCONTRACTS:

Subcontracted services, such as geotechnical, field survey or environmental engineering services, will be invoiced at cost plus ten percent (+10%). In the event Kabbara Engineering is required to perform any act in relation to litigation arising out of any project with the Client, such services will be invoiced at three (3) times the regular hourly rates.



The hourly rate schedules for our subconsultant team members, are also attached herewith for your consideration.

Thank you for this opportunity to be of service. We look forward to working with City staff on this contract.

This proposal shall remain valid for a period of 180 days from the date of this letter.

Should you have any questions or need additional information, please contact me at the following address: 601 N. Parkcenter Drive, Suite 205, Santa Ana, CA 92705, or by telephone: (714) 744-9400, extension 22, or email at leah@kabbara.net.

Sincerely,
KABBARA ENGINEERING

A handwritten signature in blue ink, appearing to read "Leah Kabbara", is written over a horizontal line.

Leah Kabbara, PE, QSD
Principal Engineer



1906 Orange Tree Lane, Suite 240 • Redlands, California 92373
(909) 792-2221 • (909) 784-1836 fax
office@onpointlandsurveying.com • www.onpointlandsurveying.com

RATES EFFECTIVE 01-01-23 to 12-31-26

HOURLY RATE SCHEDULE (NON-PREVAILING WAGE)

OFFICE:

Research of Records/Drafting/Mapping	\$150
Survey Calculations and Document Preparation	\$150
Land Surveyor Review/Professional Services	\$225

FIELD:

Survey Crew (4 hour Minimum)	\$275
Survey Crew (Outside of normal hours of operation)	\$355
Travel Time	\$150

HOURLY RATE SCHEDULE (PREVAILING WAGE)

OFFICE:

Research of Records/Drafting/Mapping	\$150
Survey Calculations and Document Preparation	\$150
Land Surveyor Review/Professional Services	\$225

FIELD:

Survey Crew (4 hour Minimum)	\$300
Survey Crew (Outside of normal hours of operation)	\$450
Travel Time	\$150



INSPECTING
TESTING
ENGINEERING

Kabbara Engineering - City of Costa Mesa 03.29.23

FET 2023 FEE SCHEDULE PERSONNEL FEES AND BASIS OF CHARGES INSPECTIONS, ENGINEERING & SPECIAL SERVICES

	<u>National Standard</u>	<u>Standard Rate/Hour</u>	<u>Discounted Rate/Hour</u>
* FIELD INSPECTION SERVICES			
Steel Visual Welding		\$161.00	\$130.00
Steel Visual Bolting		\$161.00	\$130.00
Nondestructive - UT, MT, PT		\$161.00	\$134.00
Steel Visual/NDT Combination		\$161.00	\$134.00
Concrete ACI Sampling		\$161.00	\$124.00
Batch Plant Inspection		\$161.00	\$124.00
Concrete ICC/ACI-II (Rebar/Placement)		\$161.00	\$130.00
Concrete PT		\$161.00	\$130.00
Masonry		\$161.00	\$130.00
Fireproofing (Thickness/Density)		\$161.00	\$130.00
Firestopping/Fire-safing		\$161.00	\$130.00
Soil Technician w/Nuclear Gauge and/or Sand Cone (Portal to Portal)		\$161.00	\$124.00
Asphalt Technician w/Nuclear Gauge (Portal to Portal)		\$161.00	\$124.00
Roofing & Weatherproofing/Waterproofing		\$161.00	\$124.00
Structural Wood Framing		\$161.00	\$124.00
Shotcrete		\$161.00	\$124.00
Fiber Reinforced Concrete (FRP)		\$161.00	\$130.00
Lead/Multi-Disciplined Inspector		\$161.00	\$134.00
Specialty Inspector where certification not above is required		\$161.00	\$124.00
Certified Cal OSHA Tower Inspector		\$161.00	\$145.00
Quality Control Manager		\$161.00	\$145.00
ASNT Level III		\$161.00	\$145.00
Laboratory Technician/Sample Runner		\$161.00	\$85.00
Project Coordinator		\$161.00	\$87.00
Technician Typist		\$161.00	\$87.00
**PROFESSIONAL SERVICES			
Principal Engineer (Civil/Structural)		\$348.00	\$234.00
Geotechnical Engineer		\$348.00	\$189.00
Consulting Engineer (Envelope)		\$346.00	\$159.00
Associate Engineer, Licensed		\$241.00	\$159.00
Project Geologist		\$241.00	\$159.00
Project Manager		\$241.00	\$181.00
Staff Engineer		\$241.00	\$159.00
Field Supervisor		\$244.00	\$135.00
SPECIAL SERVICES			
Portable and Mobile Laboratories, Concrete and Soils		QOR	
*** Off-Site Structural Steel or Precast Fabrication		\$198.00	\$124.00
* Epoxy Bolt Proof Load/Pull Testing		\$144.00	\$124.00
* Expansion Anchor Proof Load/Torque Testing		\$144.00	\$124.00
* Coring, 1 Person (including equipment)		\$348.00	\$192.00
* Coring, 2 Persons (including equipment)		\$455.00	\$384.00
Engineering Project Research		QOR	
Skidmore-Wilhelm Equipment Fee Per Hour		\$80.00	
Geotechnical Site Investigations/Foundation Reports		\$8,025.00	
Rebound Hammer, Schmidt Hammer, Windsor Probe - Equipment Fee Per Hour		\$275.00	
Floor Flatness Testing FF/FL - (Equipment Fee \$100/Hour)		\$346.00	\$225.00
Floor Flatness Testing FF/FL - Report Fee		\$535.00	\$350.00
Measuring Moisture Vapor Emission Rate (Calcium Chloride) - \$83/Kit	ASTM F1869	\$123.00	
Relative Humidity Testing - (\$91/kit)	ASTM F2170	\$123.00	
GPR (Ground Penetrating Radar) - Equipment Fee \$175/Hour		\$375.00	\$294.00
Concrete Crack Gauge Monitoring		\$375.00	
Building Envelope - Air Leakage Rate by Fan Pressure	ASTM E779	\$803.00	
Water Penetration of Windows, Skylights, Doors and Curtain Walls by Uniform or Cyclic Pressure	ASTM E1105	\$3,050.00	\$450.00
Air and Water Infiltration Leakage Testing	AMMA 501.2	\$3,050.00	\$450.00
Electronic Leak Detection of Roof (Vector Mapping)		QOR	
Air Content Test Equipment		\$107.00	
Slump & Temperature Equipment		\$107.00	
Fireproof Density and Adhesion/Cohesion Inspection Kit		\$107.00	
Dynamic Cone Penetrometer (DCP)		QOR	
Gamma Gamma/ Cross Hole Sonic Logging (CSL) Testing		\$3,306.00	\$450.00
Administration, Accounting, Special Projects, Notary, Certified Payroll		\$134.00	\$87.00
Concrete/Grout/Mortar Mix Design Review (less than 48 hours notice - \$500)		\$375.00	
Welding Procedure Review (less than 48 hours notice - \$500)		\$375.00	
Welder Qualification Test Record	AWS	\$1,070.00	
Geotechnical Pad Letter (less than 48 hours notice - \$2,000)		\$1,605.00	
Final Letter (less than 48 hours notice - \$2,000)		\$1,605.00	
Expert Witness Court appearance, per day		\$2,568.00	

* Field inspection services will be billed in accordance with minimums shown on Basis of Charges.

**Professional engineering services and laboratory technician services will be billed at actual time.

*** All plant inspections are located within 50 miles of the project location. Steel shops will be AISC certified and concrete plants will be PIC certified.

**** Two inspections performed by the same inspector during a site visit will be billed at the combination rate.

***** Three or more inspections performed by the same inspector during a site visit will be billed at the multi-disciplined rate.



BASIS OF CHARGES

GENERAL

Fees for tests and inspection include cost of technician, normal equipment and regular reports. Engineering services other than supervisory will be charged at applicable rates. For

MINIMUM HOURLY CHARGES – INSPECTION

Field services will be billed in 2-hour increments and actual hours worked after 4 hours:

One-half day or less	4 Hours
Over one-half day	8 Hours
Show-up time (less than 2 hours notice = 4 hour charge)	2 Hours

WORKING HOURS AND PREMIUM TIME

Regular workday is the first 8 hours between 6:00 am and 6:00 pm Monday through Friday. Premium time is as follows:

Overtime, Weekdays and Saturdays (first 8 hours)	1.5 x quoted hourly rate
Overtime Saturdays (over 8 hours) and Sundays (first 8 hours)	2 x quoted hourly rate
Overtime Sundays (over 8 hours) and Holidays	3 x quoted hourly rate
Shift differential, swing and graveyard - (Work performed between 2:00 pm and 4:00 am)	1.5 x quoted hourly rate

MISCELLANEOUS CHARGES - Only Where Applicable

Notary Services Fee	\$25.00/each
Facsimile Charges. Plus \$1.00/page (n/c for cover page)	\$5.00 minimum
Wireless Router/Data Card for Jobsite Internet	\$100.00/day
Parking Fees	At Cost
Air Travel	Cost Plus 5%
Outside Services	Cost Plus 20%
Per Diem	\$125.00/day
Mileage	Standard Federal Rate
Sample Pickup	\$40.00/Each
Weekend Sample Pickup	\$75.00/hour
Project Administration	10% of Monthly Invoice
Samples Made by Others	\$110 + Test Cost
Laboratory Sample Witness Fee	\$100.00
EZ Cure Boxes (Thermostatically Controlled Curing Boxes)	QOR
Returned Check Fee	\$100.00
Expedited Dispatch Request (inspections scheduled less than 12 hours notice)	1.5 X quoted hourly rate

TESTS

Testing fees shown include normal time for performing test. Samples requiring special preparation will be charged at the laboratory technician rate. Fees for tests not listed will be quoted upon request. There will be a minimum charge of \$100.00 for any engineering report. Please note some tests maybe tested by sub consultants. Samples delivered to the laboratory after 3:00pm or samples needing results within 24 hours will incur a 50% mark-up.

LIMIT OF LIABILITY

The total liability of Fenagh, LLC is limited to the contract dollar value.

INSURANCE

For the waiver of subrogation if required by client, a 3% Fenagh administrative fee will be added to all gross billings/revenue in addition to the 3% Project Management fee.

PAYMENT

Invoices will be submitted monthly for services performed during the preceding month and are payable on receipt. Interest of 1.5% per month (but not exceeding the maximum rate allowable by law) will be payable on any amounts not paid within 30 days, payment thereafter to be applied first to accrued interest and then to the principle unpaid amount. Attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by client. Visa, MasterCard and American Express payments are accepted however fees will apply. Visa and MasterCard payments require an additional 3% on top of the amount of the invoice being paid. American Express payments require an additional 4% on top of the amount of the invoice being paid.



LAB CONCRETE AND MASONRY TESTS

CONCRETE	<u>National Standard</u>	<u>Standard Rate/Each</u>	<u>Discounted Rate/Each</u>
Compressive Strength of Cylindrical Concrete Specimens (6x12)	ASTM C39	\$59.00	\$32.00
Compressive Strength of Cylindrical Concrete Specimens (4x8)	ASTM C39	\$59.00	\$32.00
Compressive Strength of Cylindrical Concrete Specimens (over 3500 psi)	ASTM C39	\$91.00	
Compressive Strength of Cylindrical Concrete Specimens (over 6000 psi)	ASTM C39	\$123.00	
Cylinder molds. 6" x 12" and 4" x 8" (Per Case)	ASTM C470	\$64.00	
Compressive Strength of Lightweight Insulating Concrete	ASTM C495	\$70.00	
Obtaining and Testing Sawed Beams and Drilled Cores of Concrete (cores)	ASTM C42	\$161.00	\$68.00
Flexural Toughness of Fiber Reinforced Concrete (Round Panel)	ASTM C1550	\$321.00	
Flexural Strength of Concrete (Using Simple Beam with Third-Point Loading)	ASTM C78	\$225.00	\$85.00
Length Change of Hardened Hydraulic-Cement Mortar and Concrete (Shrinkage 1 Sample)	ASTM C157	\$107.00	
Shotcrete Nozzleman Qualification	ACI 506, ASTM C42 and C1140	\$321.00	
Shotcrete Pre-Qualification Cores	ACI 506, ASTM C42 and C1140	\$80.00	
Shotcrete Production Cores	ASTM C1140	\$80.00	
Coefficient of Thermal Expansion	AASHTO T336	\$385.00	
Determining Density of Structural Lightweight Concrete (Cylinders)	ASTM C567	\$348.00	\$79.00
Standard Specification for Concrete Made by Volumetric Batching and Mixing	ASTM C685	\$829.00	
Cement Quality Sampling		\$626.00	
Physical Testing of Gypsum, Gypsum Plasters and Gypsum Concrete	ASTM C472	\$54.00	
Splitting Tensile Strength of Cylindrical Concrete Specimens	ASTM C496	\$268.00	\$85.00
Static Modulus of Elasticity and Poisson's Ratio of Concrete in Compression	ASTM C469	\$278.00	
Grab Sample, Sealing and Storing in a Humidity and Temperature Controlled Room		\$214.00	
Density of Hydraulic Cement	ASTM C188	\$278.00	
Testing of Controlled Low Strength Material (CLSM) Test Cylinders	ASTM D4832	\$214.00	
GFRC Pull Test	PCI	\$535.00	
GFRC Flexural Test	PCI	\$535.00	
Foaming Agents for Use in Producing Cellular Concrete Using Preformed Foam (Cell-Crete)	ASTM C796	\$64.00	
Petrographic Analysis		\$3,745.00	
<u>MASONRY</u>			
Compressive Testing of Grout (Masonry)	ASTM C1019	\$91.00	\$32.00
Compressive Strength of Hydraulic Cement Mortars Using 2" Cube Specimens	ASTM C109	\$134.00	
Compressive Strength of Masonry Prisms	ASTM C1314	\$134.00	
Testing Concrete Masonry Units and Related Units (Core Compression)	CBC 2105A.4	\$187.00	\$109.00
Compressive Strength of Molded Masonry Mortar Cylinders and Cubes (2" Sample)	ASTM C780 A7.6	\$161.00	
Testing Concrete Masonry Units (CMU) and Related Units (Full Unit)	ASTM C140	\$268.00	\$132.00
Linear Drying Shrinkage of Concrete Masonry Units (Per Unit)	ASTM C426	\$268.00	\$288.00
Masonry Core Shear Testing		\$268.00	
Testing Concrete Masonry Units (Absorption, Moisture Content, Unit Weight)	ASTM C140	\$428.00	\$173.00
Brick and Clay Tile (modulus of rupture, compression, saturation coefficient, suction rate, efflorescence)*	ASTM C67	\$1,070.00	\$132.00
Mortar Molds. 2" x 4". Single Use		\$134.00	
Mortar or Grout, Stored and Cured, Not Tested (including mold)		\$134.00	
<u>AGGREGATES (SOILS AND CONCRETE)</u>			
Determining Sieve Analysis of Fine and Coarse Aggregates (Coarse Only)	ASTM C136	\$161.00	
Sieve Analysis of Fine and Coarse Aggregates (Fine Only)	ASTM C136	\$244.00	\$27.00
Sieve Analysis of Fine and Coarse Aggregates (Wash Included)	ASTM C117	\$268.00	\$81.00
Sieve Analysis of Fine and Coarse Aggregates (200 Wash Only)	ASTM C117	\$161.00	
Evaluating Cleanness of Coarse Aggregate		\$268.00	\$230.00
Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate	ASTM C88	\$187.00	
Unit Weight of Aggregate		\$134.00	
Clay Lumps and Friable Particles in Aggregates	ASTM C142	\$161.00	
Flat Particles, Elongated Particles or Flat and Elongated Particles in Coarse Aggregate	ASTM D4791	\$268.00	\$201.00
Organic Impurities in Fine Aggregates for Concrete	ASTM C40	\$241.00	\$104.00
Density, Relative Density(Specific Gravity), and Absorption of Coarse Aggregate	ASTM C127	\$241.00	\$132.00
Density, Relative Density(Specific Gravity), and Absorption of Fine Aggregate	ASTM C128	\$241.00	\$132.00
Resistance of Degradation of Small Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine	ASTM C131	\$535.00	\$258.00
Percentage of Crushed Particles/Standard Test Method for Determining the Percentage of Fractured Particles in Coarse Aggregate	ASTM D5821	\$268.00	\$173.00
Uncompacted Void Content of Fine Aggregate (as Influenced by Particle Shape, Surface Texture, and Grading)	ASTM C1252/AASHTO T304A	\$268.00	
Sand Equivalent Value of Soils and Fine Aggregate	ASTM D2419	\$187.00	\$101.00
Flakiness Index of Coarse Aggregate		\$187.00	
Durability Index (Fine)	ASTM D3744	\$294.00	\$111.00
Durability Index (Coarse)	ASTM D3744	\$294.00	\$111.00
Durability Index (Fine and Coarse)	ASTM D 3744	\$305.00	\$258.00
Lightweight Particles in Aggregate	ASTM C123/AASHTO T113	QOR	
Resistance of Rock to Wetting and Drying	CRD-C169	\$428.00	

*Unusual sample preparation for brick specimen will be charged at the established hourly rate.



LAB SOILS AND ASPHALT TESTS

<u>SOILS</u>	<u>National Standard</u>	<u>Standard Rate/Each</u>	<u>Discounted Rate/Each</u>
Direct Shear Test of Soils Under Consolidated Drained Conditions	ASTM D3080	\$455.00	\$299.00
Caltrans Corrosivity Package		\$455.00	\$216.00
Resistivity and pH Measurements of Soil and Water		\$244.00	\$144.00
Determining Field and Laboratory Resistivity and pH Measurements for Soil and Water		\$214.00	
Soils and Waters for Sulfate Content		\$161.00	
Soils and Waters for Chloride Content		\$161.00	
Swell Test Under 60psf Surcharge (per SNV Amendments to IBC)	ASTM D2435 (Modified)	\$187.00	
Particle-Size Analysis of Soils (with Hydrometer)	ASTM D422	\$589.00	\$230.00
Pore Water Extraction and Determination of the Soluble Salt Content of Soils by Refractometer	ASTM D4542	\$589.00	
Standard Test Method for Particle-Size Analysis of Soils (without Hydrometer)	ASTM D422	\$482.00	
Liquid Limit, Plastic Limit, and Plasticity Index of Soils	ASTM D4318	\$428.00	\$146.00
Laboratory Compaction Characteristics of Soil Using Modified/Standard Effort	ASTM D1557/D698	\$428.00	\$253.00
Field Density Test for Compaction		\$214.00	
Hydrometer Only	ASTM D422	\$482.00	
pH of Soils	ASTM D4972	\$482.00	
Determining the Resistance "R" Value of Treated and Untreated Bases, Subbases, and Basement Soils by the Stabilometer	ASTM D2844	\$642.00	\$318.00
Laboratory Determination of Water(*moisture) Content of Soil and Rock by Mass	ASTM D2216	\$244.00	\$40.00
Density of Soil in Place by the Drive-Cylinder Method	ASTM D2937	\$134.00	\$51.00
Expansion Index of Soils	ASTM D4829	\$404.00	\$204.00
	ASTM D5084	\$482.00	
Hydraulic Conductivity of Saturated Porous Materials Using a Flexible Wall Permeameter (Permeability)			
Lab Compaction Characteristics of Soil 1 Point Proctor (Check Point)	ASTM D698/D1557	\$244.00	\$100.00
Maximum Index Density and Unit Weight of Soils Using a Vibratory Table	ASTM D4253	\$321.00	
Minimum Index Density and Unit Weight of Soils and Calculation of Relative Density	ASTM D4254	\$321.00	
Density of Hydraulic Cement	ASTM C188	\$294.00	
Volatile Organic Content	EPA 8260B	QOR	
Semi Volatile Organics by GC/Ms (Basic Target List)	EPA 8270C	QOR	
Total Organic Carbon	ASTM 2974/EPA 5310Bm	QOR	
ICP Metals Concentration	EPA 6020 - CAM/CCR 17	QOR	
	EPA 8015B	QOR	
Total Extractable Petroleum Hydrocarbons: TPH, MTBE, Benzene,Toluene, Ethylbenzene, Zylenes, %SS			
ICP Metals Concentration	EPA 6020	QOR	
pH	EPA 9045D	\$482.00	
Sequential Batch Extraction of Waste with Acidic Extraction Fluid	ASTM D5284	QOR	
Chromium Soluble	EPA 7196A	QOR	
Moisture, Ash and Organic Matter of Peat and Other Organic Soils (Organic Content)	ASTM D2974	\$268.00	\$86.00
Universal Soil Classification System (USCS) Test	ASTM D2487	\$428.00	
California Bearing Ratio Test	ASTM D1883	\$428.00	
Unconfined Compressive Strength of Cohesive Soil	ASTM D2166	\$268.00	\$186.00
<u>ASPHALT</u>			
Bituminous Material Content of Asphaltic Concrete Mixtures By The Nuclear Method		\$963.00	
Quantitative Extraction of Bitumen from Bituminous Paving Mixtures (Solvent)	ASTM D2172	\$803.00	
Determining Low Temperature Performance Grade (PG) of Asphalt Binders	ASTM 6816	QOR	
Thickness/Height of Compacted Bituminous Paving Mixture Specimens (Cores)	ASTM D3549	\$268.00	
Bituminous Mixtures Utilizing Four Inch Marshall Apparatus		\$248.00	
Method of Prep of Bituminous Mixture Test Specimens	ASTM D6926	\$268.00	
Bulk Specific Gravity and Density of Compacted Bituminous Mixtures (LTMD)	ASTM D1188 and D2726	\$963.00	
Indirect Tensile (IDT) Strength of Bituminous Mixtures (TSR)	ASTM D6931	QOR	
Mechanical Size Analysis (Coarse and Fine) of Extracted Aggregate	ASTM D5444	\$375.00	\$104.00
Marshall Stability and Flow of Bituminous Mixtures	ASTM D6927	\$963.00	\$461.00
Theoretical Maximum Specific Gravity and Density (Rice)	ASTM D2041	\$375.00	\$153.00
Swell of Bituminous Mixtures		\$375.00	
Moisture Vapor Susceptibility of Bituminous Mixtures/Moisture or Volatile Distillates in Asphalt	ASTM D1461	\$910.00	
Preperation of HMA Superpave Gyratory Compaction	AASHTO T312	\$963.00	\$404.00
Determination of Voids in Compacted Bituminous Mixtures		\$482.00	
Determination of Asphalt Content of Bituminous Paving Mixtures by the Ignition Method	ASTM D6307	\$428.00	
Determination of Asphalt Binder Content of Asphaltic Concrete Mixtures (RAP) by the Ignition Method		\$428.00	
Determination of Correction Factor of Bituminous Paving Mixtures by the Ignition Method	ASTM D6307	\$428.00	\$288.00
Determination of Asphalt and Moisture Contents of Bituminous Mixtures by Microwave Oven		\$428.00	\$57.00
Effect of Water on Compressive Strength of Compacted Bituminous Mixtures (Set of 6)	ASTM D1075	\$2,140.00	
Compressive Strength of Bituminous Mixtures	ASTM D1074	\$268.00	

* Unusual sample preparation (dried clays, saturated clays, etc.) and all other tests for treated or untreated soils, aggregate subbase and aggregate base will be charged at established rates for laboratory technician.

** Does not include sample preparation or sieve analysis



LAB METALS AND OTHER MATERIALS TESTS

<u>METALS MATERIALS MECHANICAL TESTS</u>	<u>National Standard</u>	<u>Standard Rate/Each</u>	<u>Discounted Rate/Each</u>
Mechanical Testing of Steel Products (General Tensile)	ASTM A370	\$348.00	\$219.00
Fillet Weld Break Test for Qualification (Welding)	AWS B4.0	\$134.00	
Tension Testing of Metallic Materials (Welding Coupon Tensile)	ASTM E8, B557 and AWS B4.0	\$348.00	
Mechanical Testing of Steel Products (Couplers)	ASTM A370	\$348.00	
Impact Testing of Miniaturized Charpy V-Notch Specimens, Notched Bar Impact Testing of Metallic Materials	ASTM E2248 and ASTM E23	QOR	
Testing, Practices, and Terminology for Chemical Analysis of Steel Products	ASTM A751	\$321.00	
Mechanical Testing of Steel Products & Bend Testing of Material for Ductility; #3-#8	ASTM A370 and E290	\$268.00	
Mechanical Testing of Steel Products & Bend Testing of Material for Ductility; #9-#11	ASTM A370 and E290	\$321.00	
Mechanical Testing of Steel Products & Bend Testing of Material for Ductility; #14+	ASTM A370 and E290	QOR	
Mechanical Testing of Steel Products, Standard Specification for Steel Wire, Plain, for Concrete Reinforcement	ASTM A370, A82 and A185	\$321.00	
Guided Bend Test for Ductility of Welds, Mechanical Testing of Welds	ASTM E190 and AWS B4.0	\$187.00	
Determining the Mechanical Properties of Externally and Internally Threaded Fasteners, Anchor Bolts Only (Tension and Yield)	ASTM F307, F1554 and F606	\$375.00	
Rockwell Hardness of Metallic Materials	ASTM E18	\$107.00	
Proof Test for Carbon and Alloy Steel (Nuts Only)	ASTM A194 or A563	\$241.00	
Radiographic Examination of Metallic Castings/Weldments	ASTM E94, E1030 and E1032	QOR	
Macroetching Metals and Alloys	ASTM E340, E381 and AWS	\$241.00	
Determining the Mechanical Properties of Externally and Internally Threaded Fasteners, Washers, Direct Tension Indicators, and Rivets (HSB Assemblies)	ASTM F606	\$268.00	
Mechanical Testing of Steel Products (Terminators Tensile)	ASTM A370	\$268.00	
Steel Strand, Uncoated Seven-Wire for Prestressed Concrete	ASTM A416 and A1061	\$1,070.00	
<u>OTHER MATERIALS MECHANICAL TESTS</u>			
Strength for Sewn or Bonded Seams of Geotextiles	ASTM D4884	\$428.00	
Tearing Strength of Fabrics by the Tongue (Single Rip) Procedure	ASTM D2261	\$428.00	
Breaking Strength and Elongation of Textile Fabrics (Grab Test)	ASTM D5034	\$375.00	
Tensile Properties of Fiber Reinforced Polymer Matrix Composite Bars (FRP)	ASTM D3039	\$856.00	\$600.00
Moisture Content of Non-Typical Materials	ASTM C566	\$268.00	
Aluminum Oxide Content	ASTM C25	\$803.00	
Viscosity of Non-Typical Materials	ASTM D2196	\$482.00	
Plastic Ultimate Tensile	ASTM D638	\$375.00	
<u>FIREPROOFING</u>			
Thickness and Density of Sprayed Fire-Resistive Material (SFRM)	ASTM E605	\$268.00	\$82.00
Cohesion/Adhesion of Sprayed Fire-Resistive Materials (Test Kit Only)	ASTM E736	\$407.00	\$85.00
<u>CONTACT INFORMATION</u>			
Arizona: 1746 E. Madison Street, Suite 5 • Phoenix, AZ 85034 • P 480.867.6877			
Nevada: 3842 E. Post Road, Suite B • Las Vegas, NV 89120 • P 702.449.2132			
New England: 12 Tech Cir • Natick, MA 01760 • P 617.938.3774			
New York: 54-21 73rd Place • Maspeth, NY 11378 • P 516.423.3482			
Northern California: 3942 Valley Avenue, Suite A • Pleasanton, CA 94566 • P 925.403.4747			
Southern California: 9070 Center Avenue • Rancho Cucamonga, CA 91730 • P 909.587.6374			
Southern California: 9474 Chesapeake Drive, Suite 906 • San Diego, CA 92123 • P 858.427.2200			
Texas: 3709 Promontory Point Drive, Suite 210 • Austin, TX 78744 • P 925.403.4746			
Washington: 22016 68th Avenue South • Kent, WA 98032			



SUMMARY RATE SHEET

LABOR RATES	
Labor Category/Grade	Maximum Billing Rate Per Hour ¹
Engineer / Planner / Analyst (L1)	\$140.00
Engineer / Planner / Analyst (L2)	\$150.00
Engineer / Planner / Analyst (L3)	\$175.00
Engineer / Planner / Analyst (L4)	\$185.00
Engineer / Planner / Analyst (L5)	\$195.00
Engineer / Planner / Analyst (L6)	\$235.00
Principal L7	\$295.00
Project Admin / CAD / Graphics (L4)	\$180.00
Project Admin / CAD / Graphics (L2)	\$130.00
Project Admin / CAD / Graphics (L1)	\$95.00

Notes:

Rates may be lower for the labor category but never higher.

Mileage is charged per the maximum allowable IRS rate.

Other expenses (surveys, printing, etc.) will be charged at actual cost.

WELSH STRUCTURES, INC. SCHEDULE OF RATES

TITLE	BILLING RATE
Principal Structural Engineer	\$170.00/Hour
Associate Structural Engineer	\$125.00/Hour
Engineer	\$95.00/Hour
Cad Technician	\$80.00/Hour
Clerical	\$40.00/Hour

Notes:

(1) Out-of-pocket expenses including, but not limited to travel, printing, courier service, and special consultants, will be billed at our cost plus 5%.

(2) Rates are effective through December 31, 2023.

PROFESSIONAL HOURLY RATES

2023

HOURLY RATES:

Professional services (including portal to portal domestic travel time) performed on an hourly basis will be billed at the following personnel rates.

Corporate Principal	\$210.00/hour
Principal	180.00/hour
Senior Associate	165.00/hour
Associate	150.00/hour
CADD Technician I	140.00/hour
CADD Technician II	130.00/hour
Administrative	100.00/hour

DIRECT PROJECT EXPENSES:

Direct Project Expenses (DPE) shall be billed to the CLIENT in addition to fees for professional scope of services at the multiplier of 1.15% of actual cost. They include, but may not be limited to, production 'materials' or expenditures on behalf of the project, including: computer related expenses (ie: plotting and digital transfer items); domestic courier delivery service and postage/ shipping/ overnight delivery; facsimile (outgoing); photography and related supplies; in-house printing/ reproduction; special insurance coverage; and sub-consultants not retained by the CLIENT.